BANGALORE WATER SUPPLY
AND SEWERAGE BOARD
CAUVERY BHAVAN, KEMPEGOWDA ROAD
BANGALORE - 560 009

CONCESSION AGREEMENT

For

DESIGN, BUILD, FINANCE, SUPPLY, INSTALL, OPERATE, MAINTAIN AND TRANSFER BIOGAS PURIFICATION AND COMPRESSION SYSTEMS FOR A CONCESSION PERIOD OF 20 YEARS UNDER PUBLIC PRIVATE PARTNERSHIP MODE WITHIN BWSSB JURISDICTION ACROSS BANGALORE, KARNATAKA

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CONCESSION AGREEMENT

This Concession Agreement (**Agreement**) is executed on this [•] day of [•] at Bangalore, Karnataka:

BETWEEN

(1) Bangalore Water Supply and Sewerage Board, an autonomous body formed by the State legislature under the Bangalore Water Supply and Sewerage Act on 10-09-1964 for water supply and sewage management, with its registered office at 3rd Floor, Cauvery Bhavan, Kempegowda Road, Bengaluru-560009 acting through office of the Chief Engineer (projects), (hereinafter referred to as the **Authority**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

(2) [insert name of the Concessionaire], a company organized, incorporated, registered and existing under the Companies Act, with its registered office at _____ [insert address] acting through

_____, _____[insert name of the authorized signatory and his/her designation] duly authorized by resolution dated [insert date of the Board Resolution] (hereinafter referred to as the **Concessionaire**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Authority and the Concessionaire shall collectively be referred to as the **Parties** and individually as a **Party**.

WHEREAS:

A. The Authority in Bangalore, Karnataka is undertaking this assignment to identify private parties to develop biogas purification and compression facilities, capable of receiving and processing raw Biogas in 5 (five) STPs of the Authority namely at K&C – Valley (60 and 150 MLD), Bellandur – Amanikere (90 MLD), V – Valley (150 MLD) and Hebbala (100 MLD), to meet the compressed biogas requirements of the Offtaker, on a public private partnership (**PPP**) basis, through a Design, Build, Finance, Supply, Install, Operate Maintain and Transfer model (**Project**).

B. In order to implement the Project and, the Authority intends to engage a Concessionaire who will design, build, finance, supply, install, operate, maintain and transfer the Plant Facilities on the Project Site under and in accordance with the requirements of this Agreement and after the expiry of the Concession Period, transfer the Plant Infrastructure to the Authority, in accordance with this Agreement.

C. The Project includes conversion of Raw Biogas to CBG Output.

D. The Authority had accordingly invited proposals by its Request for Proposal No.*** dated ***] (the Request for Proposal" or "RFP") for selection of bidders for design, build, finance, supply, install, operate, maintenance and transfer of Plant Facilities for which certain bidders including, *inter alia,* the {the Selected Bidder/ [consortium comprising ……., ……..and ……..(collectively the "Consortium") with as its lead member (the "Lead Member")}] had participated.

E. After evaluation of the Bids received, the Authority had accepted the Bid of the {Selected Bidder/ Consortium} and issued its Letter of Award No. ……. Dated (hereinafter called the "LOA") to the {Selected Bidder/ Consortium} requiring, *inter alia*, the execution of this Concession Agreement.

F. {The [Selected Bidder/ Consortium] has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013 and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium under the LOA,} including the obligation to enter into this Concession

Agreement pursuant to the LOA for executing the Project.}

G. {By its letter dated ....., the Concessionaire has also joined in the said request of the Selected Bidder/ Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder/ Consortium including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder/ Consortium for the purposes hereof.}

H. The Authority has agreed to the said request of the {Selected Bidder/Consortium and the} Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

PART I – PRELIMINARY

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

Acceptance Certificate	means the certificate issued by the Authority to the Concessionaire upon successful completion of the Trial Operations of the Plant Facility in the format provided under Schedule H of this Agreement.
Acceptance Tests Schedule	has the meaning ascribed to it in Clause 16.1(d)(iv).
Accounting Year	means the Accounting Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
Acres	means a unit of land area equal to 0.4 Ha.
Adjoining Property	means any land and/or property adjoining or adjacent to the Project Site, including all conduits, roads, footpaths, walls, fences, buildings and other structures and other apparatus on, under or within such land and/or property.
Adjusted Net Equity	for the purposes of determining the Termination Compensation, shall be calculated as follows: *Max¿* Where, t = total number of 12 (twelve) month intervals in the period from the Effective Date until the date of termination; provided that if the last interval is shorter than 12 (twelve) months, it shall be considered a 12 (twelve) month interval. i = index denoting a specific 12 (twelve) month interval (where i=1 for the 1st (first) 12 (twelve) month interval and i=t for the last 12 (twelve) month interval, which may be shorter than 12 (twelve) months) EIRR = 16% annual rate of return Illustration If the term of the Agreement is 15 years and the termination occurs in year 5 and we assume the following:

	t = 5 EIRR = 16% Equity Contribution = INR 1,00,00,00,000 Equity Distribution = INR 10,00,00,000 Construction Period = 1 year Then the Adjusted Net Equity shall be: Year 1 181.0639 Year 2 -15.609 Year 3 -13.456 Year 4 -11.6 Year 5 -10 Sum Total: 130.399 Therefore, if termination of the Agreement occurs in year 5, the Adjusted Net Equity is INR 130,39,90,000.
Affected Party	means the Party affected by a Force Majeure Event.
Agreement	means this concession agreement entered into between the Parties, along with all schedules and annexures to this agreement and other amendments made in accordance with this agreement.
Aggregate Project Cost	means the aggregate of costs as presented by the Concessionaire in the Financing Package for each of the Plant Facilities. It means the total capital cost incurred on construction and financing of the Project, and shall be limited to the lowest of: (a) the capital cost of the Project, as set forth in the Financial Package; (b) the actual capital cost of the Project on the COD
Applicable Laws	means the Constitution of India and all and any laws, enacted or brought into force and effect by the GoI, any State Government, any Government Authority or any local government having jurisdiction over the Parties, the Project Site or the Plant Infrastructure,

	including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement. For the avoidance of doubt, and without in any way limiting the generality of the foregoing, Applicable Laws shall include the EPA, the EPA Rules, and laws concerning any environmental, social, labour, health and safety or security risks of the type contemplated by the Performance Standards.
Applicable Permits	means any permissions, clearances, concessions, authorizations, consents, licenses, permits, rulings, exemptions, no objections, resolutions, filings, orders, notarizations, registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project, and for generally performing the obligations contemplated by this Agreement in accordance with the Applicable Laws.
Appointed Date	means date of signing the Concession Agreement
Arbitration Act	means the Indian Arbitration and Conciliation Act, 1996, as amended from time to time.
Article	means an article of this Agreement.
Associate	means, in relation to the Concessionaire, the Selected Bidder or a Member of the Selected Bidder, a Person who Controls, or is Controlled by, or is under the common Control of the same Person who controls the Concessionaire, the Selected Bidder or Member of the Selected Bidder, as the case may be.
Associated Infrastructure	means the infrastructure facilities associated with the operation of the Plant Infrastructure or otherwise required to be provided by the Concessionaire, including input and output gas measuring units, site office, boundary wall/security fence, laboratories, pipelines (if required, for the transportation of the CBG Output), utilities, input and output gas chromatographs etc., as described in greater detail in the Scope of Work and the Technical Specifications.
Authority	has the meaning ascribed to it in the array of Parties.

Authority's By-Product Revenue	means all income, revenue, proceeds of whatsoever nature receivable from the sale of By-Products during the Concession Period by the Concessionaire on behalf of the Authority, as more particularly defined in Clause 18.6(b)(v).
Authority Event of Default	has the meaning ascribed to it in Clause 28.3.
Authority Related Parties	means any of the following: (a) an officer, servant, employee or agent of the Authority, acting in that capacity; (b) any contractor or subcontractor of the Authority and their directors, officers, servants, employees, or agents, acting in that capacity; or (c) any Person acting on behalf of the Authority. For the avoidance a doubt, 'Authority Related Parties' does not include the Concessionaire.
Authority's Representative	means any officer nominated by the Authority, from time to time, to act on its behalf and liaise with the Concessionaire for the purposes of this Agreement and notified as such in writing to the Concessionaire.
Availability Guarantee	has the meaning ascribed to it in Clause 21.1(b)(i).
Availability Liquidated Damages	means the liquidated damages payable by the Concessionaire to the Authority for a failure of the Plant Facility to achieve the Availability Guarantee, which are to be calculated in accordance with Clause 21.1(b)(iv).
Bid Due Date	means the last date of submission of the Bids as set out in the RFP.
Bid Process	means the single-stage bidding process, with two sub-stages, undertaken by the Authority to award the Project to the Selected Bidder on the terms and conditions set out in the RFP. The Bid Process commenced with the issuance of the RFP and ends on the Appointed Date.
Bid Security	means the unconditional, irrevocable bank guarantee submitted by the Concessionaire to the Authority

	during the Bid Process.
Bids	means the bids submitted in response to the RFP for qualification and award of the Project.
Dispute Resolution Board Member	means persons appointed/selected as members in Dispute Resolution Board.
By-Products	means the by-products of processing of the Raw Biogas at the Plant Infrastructure which meet the standards specified under Applicable Law.
CBG Output	means the compressed Biogas generated from processing of Raw Biogas at the Plant Infrastructure.
Change in Law	means the occurrence of any of the following events after the Bid Due Date: (a) the modification, amendment, variation, alteration or repeal of any existing Applicable Law; (b) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Authority; (c) changes in the interpretation, application or enforcement of any Applicable Law or judgement by any court/Government Authority; (d) the introduction of a requirement for the Concessionaire to obtain any new Applicable Permit or the unlawful revocation of an Applicable Permit; or (e) the introduction of any new Tax or a change in the rate of an existing Tax. It is clarified that Change in Law shall not include: (i) any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Concessionaire; or (ii) any withdrawal of, or any amendment to the CBG- CNG Synchro Scheme.
Clause	means a clause of this Agreement.
COD Certificate	means the certificate issued by the Authority to the Concessionaire in the format provided under Schedule I after issue of the Acceptance Certificate and satisfaction of the conditions set out in Clause 17.1(a), evidencing the date on which each of the Plant Facility has entered commercial operations.

COD Conditions Completion Notice	has the meaning ascribed to it in Clause 17.1(a).
Commercial Operations Date or COD	means the date on which the COD Certificate is issued (or deemed to be issued) to the Concessionaire.
Companies Act	means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, as amended from time to time, as the context may require.
Compressed Biogas or CBG	means compressed biogas that is purified as per Bureau of Indian Standards BIS 16087:2016.
Concession	has the meaning ascribed to it in Clause 3.1.
Concession Fee	has the meaning ascribed to it in Clause 22.4.
Concession Period	has the meaning ascribed to it in Clause 3.3.
Concessionaire	has the meaning ascribed to it in the array of Parties.
Concessionaire Applicable Permits	means the Applicable Permits which are required to be obtained and maintained by the Concessionaire to develop, operate and maintain the Plant Infrastructure, as set out in Schedule C.
Concessionaire Event of Default	has the meaning ascribed to it in Clause 28.1.
Concessionaire Payments	means the payments to be made by the Concessionaire to the Authority in the form of the Processing Fee, Concession Fee, revenue from sale of By-Products or any other amount due to the Authority in pursuance of this Agreement.
Concessionaire Related Parties	means any of the following: (a) the Selected Bidder; (b) an officer, servant, employee or agent of the Concessionaire acting in that capacity; or (c) any Person acting on behalf of the Concessionaire.
Concessionaire's Representative	means the Person nominated by the Concessionaire, from time to time, to act on its behalf and liaise with the Authority for the purposes of this Agreement and notified as such in writing to the Authority.
Conditions Precedent	means collectively, the obligations of the

	Concessionaire that are set out at Clause 4.2, the obligations of the Authority that are set out at Clause 4.3 and the obligations of the Parties that are set out at Clause 4.4, and 'Condition Precedent' means any one of these.
Confidential Information	means any part of this Agreement, or any material provided to any Party pursuant to this Agreement, all of which information shall be deemed to be confidential, except to the extent that this Agreement otherwise requires.
Construction Completion Certificate	means a certificate issued by the Authority in accordance with Clause 16.1(a) (ii) in the format provided under Schedule J, to certify the completion of the construction works in relation to the Plant Infrastructure has been achieved in accordance with the requirements of this Agreement.
Construction Period	has the meaning ascribed to it in Clause 14.1.
Construction Plan	means the detailed construction plan for the Plant Infrastructure to be prepared by the Concessionaire, which will set out the work to be performed by the Concessionaire to achieve completion of the works in relation to the construction of the Plant Infrastructure, in order to achieve the COD by the Scheduled COD. The Construction Plan shall be approved by the Authority in accordance with Clause 14.3.
Control	means, with respect to a Person: (a) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise, and the term 'Controlled' shall be construed accordingly.
Cost	means all documented expenditure reasonably incurred by the Concessionaire, whether on or off the Project Site, including overhead and similar charges, but does not include profit.
Covenant	has the meaning ascribed to it in Clause 5.2(c).
CP Long-Stop Date	has the meaning ascribed to it in Clause 4.5(b).

Debt Due — means the aggregate of the following sums expressed in Rupees outstanding on the date of issuance of the Termination Notice:

(a) the principal amount of the debt provided by the Lenders under the Financing Documents for financing 45% of the Aggregate Project Cost but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the date of the Termination Notice, as set out in the Financial Package; and

(b) all accrued interest, financing fees and charges payable under the Financing Documents on, or in respect of, the debt referred to in (a) above until the date of the Notice of Intent to Terminate, but excluding (i) any interest, fees or charges that had fallen due 1 (one) year prior to the date of the Termination Notice, (ii) any penal interest or charges payable under the Financing Documents to any Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to an Authority Event of Default,

(c) provided that if all or any part of the Debt Due is convertible into equity at the option of Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal shall be dealt with as if such conversion had not been undertaken.

For the purpose of calculating Debt Due:

(a) the Debt Due shall, in no event, exceed 45% of the Aggregate Project Cost; and
(b) any amount of Debt Due in foreign currency as on the date of the Termination Notice shall be converted to Rupees at the exchange rate published on the official website of the Reserve Bank of India as at 12 (twelve) noon on the relevant date.

Debt Service — means the sum of all payments on account of principal, interest, financing fees and charges due and

	payable in an Accounting Year to the Lenders under the Financing Documents.
Delay Event	has the meaning ascribed to it in Clause 14.6(b).
Delay Liquidated Damages	has the meaning ascribed to it in Clause 14.7(a).
Design Capacity	means the quantity of Raw Biogas that the Plant Facility should be designed to handle and process in a day, which shall be: Hebbal (100 MLD)- 7,200 m3/day V Valley (150 MLD) –11,000 m3/day K&C Valley (60 MLD and 150 MLD) – 15,300 m3/day Bellandur (90 MLD) – 6,900 m3/day
Designs and Drawings	means the detailed designs and drawings, technical information, plans, specifications, calculations, and models prepared by the Concessionaire for the Plant Infrastructure, based on the Technical Specifications, as approved by the Authority in accordance with Clause 14.2(c).
Direct Political Force Majeure Events	has the meaning ascribed to it in Clause 26.1(b)(iii).
Dispute	has the meaning ascribed to it in Clause 34.1.
Dispute Meeting	has the meaning ascribed to it in Clause 34.1.
Dispute Notice	has the meaning ascribed to it in Clause 34.1.
Dispute Resolution Board	has the meaning ascribed to it in Clause 34.2
DPR	means a detailed project report prepared in accordance with Clause 14.2(b).
Effective Date	means the date on which all the Conditions Precedent have been satisfied, or waived by the Parties, in accordance with this Agreement.
Emergency	means a condition or situation that endangers, or which in the reasonable opinion of the Authority or the Concessionaire, may endanger the environment or lives or security of people at or around the Project Site (including any ragpickers) or that poses an imminent threat of material damage to any property (including

	the Plant Infrastructure) at or around the Project Site.
EMP	means an environmental management plan to be prepared by the Concessionaire in accordance with the Applicable Laws and the Performance Standards and approved by the Authority and the Independent Engineer in accordance with Clause 14.4.
Encumbrance(s)	means mortgage, charge, pledge, lien (statutory or otherwise), assignment by way of security, hypothecation, right of set-off, trust, priority, retention of title or ownership or other security interest and any other agreement or arrangement having substantially the same effect.
EPA	means the Environment (Protection) Act, 1986, as amended from time to time.
EPA Rules	means the Environment (Protection) Rules, 1986, as amended from time to time.
EPC Contract	means the engineering, procurement and construction contract between the Concessionaire and the EPC contractor named therein for the design and construction of the Plant Infrastructure.
Equity Contribution	means the sum expressed in INR representing the paid up share capital of the Concessionaire for meeting the equity component of its financial obligations under this Agreement and the Financing Documents, which, for the purpose of this Agreement, shall include instruments that shall compulsorily convert into equity share capital and any loans provided by any shareholder of the Concessionaire or any Associate of the Concessionaire or any Associate of any shareholder of the Concessionaire and which shall be capped at the amount specified as the equity contribution in the Financial Package submitted to the Authority by Concessionaire in accordance with Clause 4.2(i).
Equity Distribution	means: (a) payments made by the Concessionaire towards dividends, share buy-backs, redemptions of shares, payment of principal, interest or fees in respect of instruments convertible into equity share capital or subordinated loans from its Associates, shareholders or other parties (excluding payments made to Lenders); (b) loans given by the

	Concessionaire to its Associates or shareholders; or (c) any other payments made by the Concessionaire to its shareholders.
Escrow Account	means the interest-bearing account opened by the Concessionaire with the Escrow Bank in accordance with the Escrow Agreement, which shall be operational until the expiry, or early termination of the Agreement.
Escrow Agreement	means the agreement to be executed among the Concessionaire, the Escrow Bank and the Authority in relation to the opening and operations of the Escrow Account, substantially in the form set out at Schedule K.
Escrow Bank	means the Scheduled Bank with which the Concessionaire opens the Escrow Account, pursuant to the Escrow Agreement.
ESIA	means the environmental and social impact assessment to be undertaken for the Project in accordance with the Applicable Laws and the Performance Standards.
ESIA Report	means a report in relation to the ESIA undertaken for the Project.
Event of Default	means an Authority Event of Default or a Concessionaire Event of Default, as the context may require.
Financial Assistance	means all funded and non-funded financial assistance, including loans, advances and guarantees or any re-financing that the Concessionaire may avail of for the Project from the Lenders.
Financial Capacity	means the financial capacity and strength of the Selected Bidder/Member(s) determined in accordance with the RFP.
Financial Close	means, the date on which the Financing Documents become effective, the conditions precedent under the Financing Documents for disbursements are fulfilled and the Concessionaire has access to the Financial Assistance.
Financial Model	means the Financial Model adopted by Lenders, setting forth the capital and operating costs of the

	Project and expected revenues from the Project, on the basis of which financial viability of the Project has been determined by the Lenders, and includes a description of the assumptions and parameters used for making the calculations and projections therein.
Financial Package	means the financing package indicating the means of financing the Plant Infrastructure, and includes all Financial Assistance specified in the Financing Documents and the Equity Contribution.
Financial Proposal	means the financial proposal submitted by a bidder in accordance with the RFP for undertaking the Project.
Financing Documents	means, collectively, the documents entered into or to be entered into by the Concessionaire with the Lenders, in respect of all funded and non-funded financial assistance, including loans, advances and or any re-financing that the Concessionaire may avail of for the Project from the Lenders and includes any document providing Security to the Lenders.
FM Notice	has the meaning ascribed to it in Clause 26.2(a).
Force Majeure Cost	has the meaning ascribed to it in Clause 26.6(b).
Force Majeure Event	means a Non-Political Force Majeure Event, an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, as the case may be.
Forced Unavailability	means an interruption of or a reduction in the availability of the Plant Facility that is the result of: (a) the Authority's failure to deliver sufficient quantities of Raw Biogas; or (b) a suspension of the performance of the O&M obligations pursuant to Article 27, to the extent any such event is not attributable to the Concessionaire; or (c) a Force Majeure Event; or (d) instructions issued by a Government Authority to the Authority or the Concessionaire to curtail the production of CBG Output from the Plant Facility, provided that such instructions are not attributable to the Concessionaire's failure to operate the Plant Facility in accordance with the Agreement and Applicable Laws; or (e) suspension of supply of water by municipal authority / relevant entity for water supply or

	power by relevant entity for power supply beyond 48 (forty- eight) hours.
GoI	means the Government of India.
GoK	Government of Karnataka
Good Industry Practices	means the exercise of such degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced developer engaged in the construction, operation, and maintenance of biogas purification and compression facilities in India of the type and size similar to the Plant Infrastructure and includes good international industry practices as defined in the Performance Standards.
Government Authority	means the GoI, any State Government, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or any State Government exercises control, court, tribunal or other judicial or administrative body or official or person, having jurisdiction over the Concessionaire, the Project Site, the Project and the performance of obligations and exercise of the rights of the Parties in accordance with this Agreement.
Hand-back Conditions	mean the condition in which the Project Site and the Plant Infrastructure shall be handed back to the Authority or any entity nominated by the Authority on expiry or early termination of such Plant Facility or this Agreement, as the case may be, which is consistent with the due performance of the Concessionaire's obligations under this Agreement and are described in greater detail in the Scope of Work and Technical Specifications.
Hand-back Date	means the date on which this Agreement and the Concession hereunder expires or terminates with respect to each Plant Facility pursuant to the terms of the Agreement.

Hand-back Requirements	means the obligations of the Concessionaire in relation to transfer of the Project Site and Plant Infrastructure upon termination of such Plant Facility or the Project, as the case may be, as set out in Clause 31.3.
Independent Engineer	means the Person to be appointed by the Authority to act as the independent engineer for the Project in accordance with the provisions of the Agreement.
Indirect Political Force Majeure Events	has the meaning ascribed to it in Clause 26.1(b)(ii).
Inspection Report	has the meaning ascribed to it in Clause 15.2.
Insurance Cover	means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 25, and includes all insurances required to be taken out by the Concessionaire under Article 25 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event.
Intellectual Property Rights	means patents, copyrights, database rights, design rights, trade-marks, service marks, trade names, domain names, rights in reputation, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions, whether patentable or not), and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.
Invoice	means an invoice for payment of a Concessionaire Payment, Concession Fee, Processing Fee, and revenue from sale of By-Products or any other amount due to the Authority submitted by the Authority to the Concessionaire in accordance with Article 22.
KPI Adherence Report	has the meaning ascribed to it in Clause 21.1(d).
KPIs	means the key performance indicators set out in Clause 21.1, which the Plant Infrastructure must achieve during the O&M Period.
Lead Member	[means the Member nominated by the Members of the

	Selected Bidder to act as the lead member in accordance with the RFP.]
Lenders	includes banks, financial institutions, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide Financial Assistance to the Concessionaire under the Financing Documents but does not include any shareholders Associates of the Concessionaire who have provided any shareholder loans to the Concessionaire.
Liquidated Damages	means the Delay Liquidated Damages and the Availability Liquidated Damages
LOA	has the meaning ascribed to it in Recital E.
Material Adverse Effect	means the effect of any act or event, which materially and adversely affects the ability of any Party to exercise its rights or perform any of its obligations under and in accordance with this Agreement and which act or event causes a material financial burden or loss to any Party.
Member	means, where the Selected Bidder is a consortium, a member of the Selected Bidder.
Milestone Completion Certificate	means, in respect of any Plant Milestone, a certificate issued by the Authority in accordance with Clause 16.1(b) in the format provided under Schedule G, to certify that such Project Plant Milestone has been achieved in accordance with the requirements of this Agreement.
Minor Casualty	means any fire or other casualty that results in physical damage to the Plant Infrastructure to the extent that the total cost (as estimated by the Independent Engineer) of repairing and/or replacing the damaged portion of the Plant Infrastructure to the same condition as previously existed would not exceed the amount of INR (2,00,00,000) (Rupees Two Crores).
MoPNG	Ministry of Petroleum and Natural Gas
MMBTU	Million Metric British Thermal Units
Non-Political Force Majeure	has the meaning ascribed to it in Clause 26.1(b)(i).

Event	
Notice of Arbitration	has the meaning ascribed to it in Clause 34.2(a).
O&M	means operation and maintenance.
O&M Agreement	means the agreement for the operation and maintenance of the Plant Infrastructure executed between the Concessionaire and the O&M contractor named therein.
O&M Expenses	means expenses incurred by the Concessionaire or by the Authority, as the case may be, for all O&M works in relation to the Project, including: (a) cost of salaries and other compensation to employees; (b) cost of materials, supplies, utilities and other services; (c) premium for insurance; (d) all taxes, duties, cess and fees due and payable for O&M; and (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs.
O&M Inspection Report	has the meaning ascribed to it in Clause 20.2.
O&M Period	means the period commencing on the COD and ending on the Hand-back Date during which the Concessionaire is required to operate and maintain the Plant Infrastructure.
O&M Plan	means the plan required to be prepared by the Concessionaire and approved by the Authority in accordance with Clause 18.2, for the operation and maintenance of the Plant Infrastructure.
O&M Security	has the meaning ascribed to it in Clause 9.3.
O&M Standards	means the requirements and performance standards for the operation and maintenance of the Plant Infrastructure set out in Clause 18.9.
Offtake Agreement	means any agreement entered into between the Concessionaire and the Offtaker for sale and purchase

	of the CBG Output.
Offtaker	means the party that agrees to purchase CBG Output under a formal agreement, such as an Offtake Agreement.
OHS Plan	means an occupational health and safety management plan to be prepared by the Concessionaire and approved by the Authority in accordance with Clause 14.4(e), which shall include a Project Site safety plan.
Party	has the meaning ascribed to it array of Parties.
Payment Certificate	has the meaning ascribed to it in Article 22.
Performance Security	has the meaning ascribed to it in Clause 9.1.
Performance Standards	means the applicable Performance Standards on Social & Environmental Sustainability including but not limited to the applicable sections of the guidelines for CBG Plants promulgated and updated from time to time by the Central Pollution Control Board.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.
Plant Facility	means each Raw Biogas to CBG Output facility to be set up by the Concessionaire in accordance with the terms of this Agreement (including the Scope of Work and Technical Specifications), which shall be capable of handling and processing Raw Biogas up to the Design Capacity.
PPP	means public private partnership.
Pre-Construction Works	means the works required to be undertaken by the Concessionaire in order to ensure that the Project Site is suitable and stable for construction of the Plant Facility and shall include conducting geophysical and geotechnical studies and investigations, assessing the soil bearing capacity, conducting tests to determine the design and construction requirements and carrying out piling, soil filling, concrete filling etc.
Processing Fee	has the meaning ascribed to it in Clause 22.1(a).

Processing Fee Statement	has the meaning ascribed to it in Clause 22.1(b).
Project	has the meaning ascribed to it in Recital A.
Project Agreements	means this Agreement, the Financing Documents, the EPC Contract, the O&M Agreement, and any other agreements or material contracts that may be entered into by the Concessionaire with any person in connection with matters relating to the Project but does not include the Substitution Agreement and Escrow Agreement.
Project Site	means each of the Authority nominated site at K&C – Valley (150 MLD), K&C – Valley (60 MLD), Bellandur – Amanikere (90 MLD), V–Valley (150 MLD) and Hebbala (100 MLD) as provided in Schedule B, on which the Concessionaire shall develop the Plant Infrastructure.
Plant Completion Schedule	shall mean the progressive Plant Milestones set forth in Schedule F for completion of the Plant Facilities and Plant Infrastructure on or before the Scheduled COD;
Project Execution Plan	means a project execution plan prepared in accordance with Clause 14.2(a).
Plant Infrastructure	means the Plant Facility and the Associated Infrastructure, which need to be constructed, installed, operated, and maintained by the Concessionaire in accordance with this Agreement (including the Technical Specifications, Applicable Laws and the Performance Standards), and the term Plant Facility shall be construed accordingly.
Plant Milestones	shall mean the plant milestones set forth in Schedule F; and 'Plant Milestone' shall mean any one of them, as the context may require.
Proposed Technology	means proven technology(ies) proposed to be used by the Concessionaire to develop the Plant Facility, as specified by the Concessionaire in its Bid and Designs and Drawings.

Raw Biogas	means the biogas emerging from the operations of the STPs.
Receipt Point	means the location at the Project Site, to be mutually agreed between the Parties as part of the Construction Plan, at which the Authority (or any STP Contractors on behalf of the Authority) will be required to deliver the Raw Biogas to the Concessionaire in accordance with this Agreement.
RFP	means the request for proposal dated [ ], 2025 along with its Annexures and includes any Addenda/ Corrigenda, if issued.
Right of Way	means all privileges, easements and other rights of way for enabling unfettered and unrestricted access and/or right of use of the Project Site.
Rupee or Rs. Or INR	means Indian Rupees, the lawful currency of India.
Safety Requirements	has the meaning ascribed to it in Clause 19.1.
Schedule	means a schedule of this Agreement.
Scheduled Bank	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
Scheduled COD	means the date which is 12 (twelve) months from the Effective Date, by which the Concessionaire is required to achieve the COD.
Scheduled CP Completion Date	has the meaning ascribed to it in Clause 4.5(a).
Scheduled Maintenance	means a planned maintenance of the Plant Facility that: (a) has been scheduled and allowed by the Authority in accordance with the Scheduled Maintenance Programme; and (b) is for inspection, testing, preventive and corrective maintenance, repairs, replacement or improvement of the Plant Facility, as the case may be.
Scheduled Maintenance Programme	has the meaning ascribed to it in Clause 18.9(b).

Scope of Work	means the scope of work for construction and O&M of the Plant Infrastructure as set out in this Agreement and in Schedule A.
Security	means and includes any Encumbrance, or any other agreement or arrangement having substantially the same economic effect.
Selected Bidder	means the bidder selected by the Authority for award of the Project.
STP Contractors	means the contractors appointed, or to be appointed, by the Authority at the STP(s) for the conversion of sewage to Biogas and treat the sewage to NGT norms
Statutory Auditors	means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act 2013 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Clause 23.2.
STP	Sewage Treatment Plant
Subordinated Debt	the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Hand-back Date: (a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Aggregate Project Cost and subordinated to the financial assistance provided by the senior Lenders; and (b) all accrued interest on the debt referred to in sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to [5% (five per cent)] above the bank rate in case of loans denominated in Indian Rupees and lesser of the actual interest rate and six-month SOFR (Secured Overnight Financing Rates) plus [2% (two per cent)] in case of loans expressed in foreign currency, but does not include any interest that had fallen due [1 (one)] year prior to the Hand-back Date, provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be

	Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.
Substitution Agreement	means the substitution agreement to be executed by Authority, the Concessionaire and the Lenders, in the format set out in Schedule M.
Super Normal Profit Sharing	means a condition where the returns from the sale of CBG Output and By-Products exceed the equity internal rate of return, as more particularly defined in Clause 18.6 (a) (vii) and 18.6(b) (vi).
Taxes	means any Indian taxes including levies, imposts, cesses, duties and other forms of taxation, including income tax, goods and services tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, stamp duty or capital duty (whether central, state or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Authority, but excludes any interest, penalties and other sums in relation thereto imposed on any account whatsoever.
Technical Capacity	means the technical capacity and experience of the Lead Member of the Selected Bidder determined in accordance with the RFP.
Technical Proposal	means the technical proposal submitted by a Bidder in accordance with the RFP for undertaking the Project.
Technical Specifications	means the technical specifications for design, development, construction, commissioning, operation, and maintenance of the Plant Infrastructure, as set out in Technical Specification Schedule.
Termination Compensation	means the compensation payable by the Authority upon termination of this Agreement, in accordance with Article 29.
Termination Notice	means a termination notice issued by the Authority in case of a Concessionaire Event of Default (in accordance with Clause 28.2) or a termination notice issued by the Concessionaire in case of an Authority Event of Default (in accordance with Clause 28.3), stating its intention to terminate the Plant Facility or

	this Agreement.
Tests on Completion	has the meaning ascribed to it in Clause 16.1(c)(i).
Tests on Completion Notice	has the meaning ascribed to it in Clause 16.1(c)(ii).
Total Casualty	means any fire or other casualty that results in physical damage to the Plant Facility (or any part thereof), to the extent that the total cost of repairing, replacing or restoring the damaged portion of the Plant Facility (as determined by the Independent Engineer) to the same condition as existed previously would be more than [25% (twenty-five per cent] or more of the then total replacement cost of the Plant Facility (or any part thereof).
Trial Operations	means the operation of the Plant Facility on a trial basis for a period of not less than 15 days from the date on which the Trial Operations Commencement Notice is issued for the Plant Facility or such longer period as may be determined in accordance with Clause 16.1(d).
Trial Operations Commencement Notice	has the meaning ascribed to it in Clause 16.1(c)(v).
Vesting Certificate	has the meaning ascribed to it in Clause 31.4.
Willful Misconduct	means an intentional or reckless breach or disregard by a Party of any of its obligations under this Agreement.

1.2 Rules of Interpretation

In this Agreement, unless the context otherwise requires:

(a) Any reference to a statutory provision shall include such provision as modified or re-enacted or consolidated from time to time.

(b) The words importing the singular shall mean the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.

(c) Headings in this Agreement are for convenience of reference only.

(d) The references to the word ‘include’ or ‘including’ or to the phrase ‘in particular’, shall be construed without limitation.

(e) References to any date or time of day are to Indian Standard Time; any reference to day shall mean a reference to a calendar day; any reference to a month shall mean a reference to a calendar month, any reference to a year shall mean a reference to a calendar year.

(f) The references to any agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as may be amended, varied, supplemented or novated, from time to time.

(g) Unless otherwise provided, any late payment charges to be calculated and payable under this Agreement shall accrue *pro rata* on a monthly basis and from the respective due dates as provided for in this Agreement.

(h) A requirement that a payment be made on a day which is not a business day shall be construed as a requirement that the payment be made on the next business day.

(i) Whenever provision is made for the giving or issuing of any notice, endorsement, consent, approval, permission, certificate or determination by any Person, such notice, etc., shall be reasonably given, shall not be unreasonably withheld or delayed and shall be in writing and the words 'notify', 'endorse', 'approve', 'permit', 'certify' or 'determine' shall be construed accordingly. Where any notice, consent or approval is to be given by any Party, the notice, consent or approval shall be given on their behalf only by any authorized persons.

(j) The words written and in writing include a facsimile transmission and any means of reproducing works in a tangible and permanently visible form.

(k) The terms of the RFP form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement. In the event of any discrepancy between this Agreement and the RFP, the provisions set out in this Agreement shall prevail.

(l) Subject to the provisions of this Agreement, the Concessionaire shall be responsible to and indemnify, the Authority for the acts and omissions of the Concessionaire Related Parties as if they were the acts and omissions of the Concessionaire and the Authority shall be responsible to and indemnify the Concessionaire for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

(m) Neither the giving of any approval or consent, the review, knowledge

or acknowledgement of the terms of any document by or on behalf of the Authority, nor the failure to do so, shall, unless expressly stated in this Agreement, relieve the Concessionaire of any of its obligations under this Agreement or of any duty which it may have under this Agreement to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, review, knowledge or acknowledgement.

(n) The rule of construction, if any, that an agreement should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply to this Agreement.

(o) The Parties acknowledge that damages for specific defaults prescribed under this Agreement (including the Liquidated Damages) are a genuine pre-estimate of and reasonable compensation for the loss and damage that shall be suffered by the non-defaulting Party due to failure of the defaulting Party to perform its obligations in accordance with this Agreement and are not in the nature of a penalty.

1.3 Units of Measurement

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the 3rd (third) digit of 5 (five) or above being rounded up and below being rounded down.

1.4 Priority of agreements, clauses and schedules

(a) The provisions of the Clauses and the Schedules of this Agreement shall be interpreted in such a manner that will ensure that there is no inconsistency in interpretation between the intent expressed in the Clauses and the Schedules.

(b) In the event of any ambiguities or discrepancies within this Agreement, the following shall apply:

(i) between two Clauses of this Agreement, the provisions of the specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
(ii) between the requirements of two or more Schedules of this Agreement, the provisions of the specific Schedule relevant to the issue under consideration shall prevail over the more general; and
(iii) between the Clauses and the Schedules, unless specified otherwise, the Clauses shall prevail over the Schedules.

(c) In the event of any discrepancy between various documents issued by or provided to the Authority as a part of the Bid Process, the following order of priority shall apply:

(i) this Agreement;
(ii) the Schedules to this Agreement;
(iii) the LOA issued to the Selected Bidder;
(iv) the Technical Proposal and Financial Proposal submitted by the Selected Bidder;
(v) the written clarifications, if any, issued to the bidders; and
(vi) the RFP.

PART II – THE CONCESSION

ARTICLE 2: SCOPE OF THE PROJECT

2.1 The scope of the Project (detailed in Schedule A) shall include:

(a) designing, building, financing, supplying, installing, operating and maintaining the Plant Infrastructure by the Scheduled COD, in accordance with Applicable Laws, the Performance Standards, Applicable Permits, Technical Specifications, Designs and Drawings, the Project Execution Plan, the DPR, the Construction Plan, the EMP, the OHS Plan and Good Industry Practices; and

(b) operating and maintaining the Plant Infrastructure in accordance with Applicable Laws, the Performance Standards, Applicable Permits, Technical Specifications, Designs and Drawings, the O&M Plan, the EMP, the OHS Plan and Good Industry Practices to ensure compliance with the KPIs; and

(c) purchase of the Raw Biogas from the Authority, sale of the CBG Output to the Offtaker and disposal and sale of the By-Products in accordance with the requirements of this Agreement; and

(d) hand back of the Plant Infrastructure upon expiry or early termination of this Agreement in accordance with the Hand-back Conditions and the Hand-back Requirements.

ARTICLE 3: GRANT OF THE CONCESSION

3.1 Concession

On and from the Effective Date, and subject to, and in accordance with the requirements of this Agreement, Applicable Laws and Applicable Permits, the Authority grants to the Concessionaire the exclusive right, license and authority to:

(a) design, build, finance, supply, install, operate, maintain and transfer the Plant Infrastructure; and

(b) upon completion of installation and commissioning of the Plant Infrastructure, operate and maintain the Plant Infrastructure during the O&M Period, for the Concession Period (the **Concession**), and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.2 Rights Associated with the Grant of Concession

The grant of the Concession set out in Clause 3.1 shall oblige or entitle the Concessionaire, as the case may be, to the following:

(a) perform and fulfil all of the Concessionaire's obligations under, and in accordance with, the requirements of this Agreement;

(b) access to the Project Site, for the sole purpose of implementing the Project;

(c) apply for and obtain all the Concessionaire Applicable Permits required to undertake the Project;

(d) raise funds (through both debt and equity financing) to finance the Project and, if required, mortgage, charge or create lien or encumbrance on the whole or part of the Plant Infrastructure in accordance with the terms of this Agreement;

(e) undertake the Pre-Construction Works;

(f) design, engineer, procure, develop, construct, install, complete and commission the Plant Infrastructure in order to achieve the COD by the Scheduled COD;

(g) upon completion of construction of the Plant Infrastructure, undertake the Trial Operations and performance testing of the Plant Facility;

(h) upon successful completion of the Trial Operations and performance tests, operate and maintain the Plant Infrastructure for the O&M Period, either itself or through such person as may be selected by it, provided that the ultimate obligation and responsibility for the performance of this Agreement shall continue to vest with the

Concessionaire;

(i) receive, handle and process the Raw Biogas to produce the CBG Output in accordance with the terms of this Agreement;

(j) with reasonable assistance from the Authority, obtain the utilities required for enabling the construction of the Plant Infrastructure;

(k) supply and deliver the CBG Output to the Offtaker in accordance with the terms of this Agreement;

(l) transfer the Project Site and the Plant Infrastructure to the Authority upon the expiry of the Concession Period each Plant Facility or termination of a Plant Facility or this Agreement, as the case may be after rectification of any defects in the Plant Infrastructure, in accordance with the Hand-back Conditions and the Hand-back Requirements;

(m) provide for Concessionaire Payments, Processing Fee payments, Concession Fee or any other amount due to the Authority subject to compliance with the terms and performance of the obligations under this Agreement;

(n) appoint agents, advisors and consultants to undertake the Project, provided that subcontracting shall not be permitted.

3.3 Concession Period

The Authority grants the Concession to the Concessionaire for a term commencing on the Appointed Date and for a period of 20 (Twenty) years from the COD (the **Concession Period**) for each Plant Facility during which the Concessionaire is authorised and obligated to implement the Project in accordance with this Agreement, provided that:

(a) if the Concession Period for a Plant Facility is extended by the Authority in accordance with Clause 3.4 below, the Concession Period shall include the period by which the Concession Period is so extended; and

(b) in the event of an early termination of the Plant Facility or the Agreement, as the case may be, by either Party in accordance with the terms of this Agreement, the Concession Period shall mean and be limited to the period commencing on the Appointed Date and ending on the date of termination of the Agreement.

3.4 Extension of Concession Period

The Concession Period may be extended by mutual agreement of the Parties either on the same terms and conditions, or on modified terms and conditions. Provided that, any such mutually agreed extension of the Concession Period shall be recorded in writing, by way of an amendment to this Agreement, by no later than 30 (thirty) days prior to the expiry of the Concession Period.

ARTICLE 4: CONDITIONS PRECEDENT AND EFFECTIVENESS

4.1 Effectiveness

(a) Save and except for this Article 4, Article 3 (*Grant of the Concession*), Clause 5.1(k) (*Appointment of Concessionaire's Representative*), Clause 5.10 (*Change in Ownership*), Clause 6.1(e) (*Appointment of Authority's Representative*), Article 7 (*Representations and Warranties*), Article 9 (*Performance Security and O&M Security*), Article 10 (*Project Site*), Article 12 (*Financing Support, Substitution Agreement and Security*), Article 13 (*Independent Engineer*), Clause 14.1 (*Commencement and Duration*), Clause 14.2 (*Project Execution Plan, DPR and Designs and Drawings*), Clause 14.3 (*Construction Plan*), Clause 14.4 (*Environment and Occupational Health and Safety Related Obligations*), Clause 14.6(a) (*Completion of Pre-Construction Works*), Article 26 (*Force Majeure*), Article 32 (*Change in Law*), Article 35 (*Dispute Resolution*) and Article 36 (*Miscellaneous*) and the related Schedules which come into effect on the Appointed Date, the rights and obligations of the Parties under this Agreement shall come into full force and effect and be binding on the Parties on and from the day on which all of the Conditions Precedent have been satisfied, or waived in writing, in accordance with this Article 4 for each of the Plant Facility (**Effective Date**) and shall continue until such time as this Agreement expires or is terminated in accordance with its terms.

(b) For the purposes of this Clause 4.1, the date on which the notice of completion of the last Condition Precedent specified in this Article 4 is issued by the Authority to the Concessionaire will be treated as the Effective Date.

4.2 Concessionaire Conditions Precedent

The Concessionaire shall satisfy the following Conditions Precedent (if not already fulfilled on the Appointed Date):

(a) provide the Performance Security to the Authority;

(b) prepare the Project Execution Plan and submit the Project Execution Plan to the Authority and the Independent Engineer for their approval for each of the Plant Facility in accordance with Clause 14.2(a);

(c) prepare the DPR and submit the DPR to the Authority and the Independent Engineer for their approval for each of the Plant Facility in accordance with Clause 14.2(b);

(d) prepare the Construction Plan and submit the Construction Plan to the Authority and the Independent Engineer for their approval for each of the Plant Facility in accordance with Clause 14.3;

(e) conduct the ESIA and submit the ESIA Report to the Authority and the Independent Engineer for their approval for each of the Plant Facility in accordance with Clause 14.4(a);

(f) obtain all Concessionaire Applicable Permits as per the indicative list provided under Schedule C that are required for achieving Financial Close and for commencement of construction of the Plant Infrastructure (including the environmental clearance) at its own cost and expense and if such Concessionaire Applicable Permits are subject to any conditions, then, to the extent relevant, comply with all such conditions, such that the Concessionaire Applicable Permits are and shall be kept in full force and effect for the entire Concession Period, or such longer period as may be required under Applicable Laws;

(g) execute and provide a copy to the Authority of the technology license agreement(s) executed with the Selected Bidder or the third-party technology supplier for setting up the Plant Facility;

(h) submit to the Authority certified true copies of all resolutions adopted by the board of directors of the Concessionaire authorizing execution, delivery and performance of this Agreement, the Substitution Agreement and the Escrow Agreement by the Concessionaire;

(i) achieve Financial Close and submit 3 (three) true copies of the Financing Documents and the Financial Package to the Authority, duly certified by a director of the Concessionaire, along with a soft copy of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Lenders, provided that the Authority shall co-operate with the Concessionaire to achieve Financial Close;

(j) execute a shareholders' agreement amongst the shareholders of the Concessionaire, and deliver to the Authority a certified true copy of the shareholders' agreement (attested by a director of the Concessionaire);

(k) submit to the Authority certified true copies of the constitutional documents of the Concessionaire;

(l) submit to the Authority a confirmation from the Concessionaire, in original, of the correctness of their Representations and Warranties set out in Article 7 of this Agreement;

(m) submit to the Authority a legal opinion stating that: (i) this Agreement, the Substitution Agreement and the Escrow Agreement have been duly executed and are legally valid, binding and enforceable in accordance with their terms against the Concessionaire; and (ii) all actions, conditions and things required by Applicable Laws to be taken, fulfilled and done (including the obtaining of any necessary Concessionaire Applicable Permits and resolutions of the board of directors) in order for the Concessionaire to enter into and comply with its obligations under this Agreement, the Substitution Agreement and the Escrow Agreement have been taken, fulfilled or done;

(n) if the Selected Bidder/a Member has submitted unaudited annual

accounts or audited annual accounts for the Accounting Year immediately preceding the last Accounting Year along with the Bid, the Concessionaire shall submit to the Authority: (i) a certified copy of the Selected Bidder's/Member's duly audited balance sheet, annual report and profit and loss account for the latest Accounting Year occurring prior to the Bid Due Date; and (ii) certificate(s) issued by the statutory auditor(s) stating that the [Selected Bidder/Member] met the Financial Capacity specified in the RFP as of the Bid Due Date;

(o) if the Selected Bidder/a Member has submitted a certificate from a chartered accountant to demonstrate that it meets the Financial Capacity specified in the RFP on the date not more than 7 (seven) days prior to the Bid Due Date, the Concessionaire shall submit to the Authority: (i) audited accounts for the period for which it submitted the chartered accountant certificate; and (ii) certificate(s) issued by the statutory auditor(s) stating that the [Selected Bidder/Member] met the Financial Capacity specified in the RFP as of the Bid Due Date; and

(p) submit to the Authority a certificate, duly attested by a director, certifying the shareholding pattern of the Concessionaire.

4.3 Authority Conditions Precedent

The Authority shall satisfy the following Conditions Precedent (if not already fulfilled on the Appointed Date):

(a) grant the Concessionaire Right of Way to the Project Site, free of Encumbrances and encroachments for each of the Plant Facility in accordance with Article 10;

(b) subject to Clause 4.2(b), review and approve the Project Execution Plan for each of the Plant Facility in accordance with Clause 14.2(a);

(c) subject to Clause 4.2(c), review and approve the DPR for each of the Plant Facility in accordance with Clause 14.2(b);

(d) subject to Clause 4.2(d), review and approve the Construction Plan for each of the Plant Facility in accordance with Clause 14.3;

(e) subject to Clause 4.2(e), review and approve the ESIA Report for each of the Plant Facility in accordance with Clause 14.4;

(f) Setup the Escrow Account with the Concessionaire;

(g) facilitate the Concessionaire in obtaining all Concessionaire Applicable Permits if requested by the Concessionaire, including permits in relation to environmental protection and conservation; and

(h) ensure that any physical infrastructure required to enable the supply of

electricity and water to the Project Site is made available at the battery limit of the Project Site as identified in Technical Specifications schedule provided that the Concessionaire shall remain liable to obtain the connections for electricity and water supply and pay for the use of such utilities.

4.4 Other Conditions Precedent

(a) The Authority and Concessionaire shall satisfy the following Conditions Precedent (if not already fulfilled on the Appointed Date):

(i) execute the Escrow Agreement with the Escrow Bank in the form set out at Schedule K;

(ii) within 60 (sixty) days of the Appointed Date, appoint the Independent Engineer in accordance with Article 13; and

(iii) execute the Substitution Agreement with the Lenders in the form set out at Schedule M.

4.5 Satisfaction of Conditions Precedent

(a) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within 60 (sixty) days from the Appointed Date (the **Scheduled CP Completion Date**).

(b) If any Party fails to satisfy any Condition Precedent that it is required to fulfil by the Scheduled CP Completion Date due to:

(i) a Force Majeure Event;

(ii) a Change in Law;

(iii) in case of the Concessionaire, delay by the relevant Government Authority in granting any Concessionaire Applicable Permit, despite the Concessionaire having applied for such Concessionaire Applicable Permit within the specified timelines, having paid the prescribed fees and having complied with the requirements of Applicable Laws in making such application; or

(iv) delay by the other Parties in fulfilling any Condition Precedent required to be satisfied by them or in performing any other obligation under this Agreement, which impacts its ability to satisfy its Conditions Precedent,

then the Scheduled CP Completion Date shall be extended on a day-for-day basis for the period of such delay, provided that the Scheduled CP Completion Date shall not be extended beyond the date which is 365 (three hundred and sixty-five) days from the Scheduled CP Completion Date (**CP Long-stop Date**).

(c) Each Party shall cooperate and use its reasonable efforts to assist the

other Parties in satisfying the Conditions Precedent.

(d) The Concessionaire shall notify each other in writing at least once in 15 (fifteen) days on the progress made in satisfying the Conditions Precedent.

(e) Each Party shall promptly inform the other Parties when any Condition Precedent for which it is responsible has been satisfied. The Authority shall, within 15 (fifteen) days of the satisfaction of all the Conditions Precedent in accordance with this Article 4, issue a notice to the Concessionaire in which it shall declare the Effective Date of the Agreement.

4.6 Consequences of failure to satisfy Conditions Precedent

(a) If:

(i) the Concessionaire fails to satisfy any of the Conditions Precedent that it is required to fulfil by the Scheduled CP Completion Date, as may be extended in accordance with Clause 4.5(b), then it shall be liable to pay liquidated damages for each week of delay beyond the Scheduled CP Completion Date at the rate of [0.75% (zero point seven five per cent)] of the Performance Security up to the CP Long-stop Date. The Authority may recover such damages from the Performance Security.

(ii) the Authority fails to satisfy any of the Conditions Precedent that it is required to fulfil by the Scheduled CP Completion Date, as may be extended in accordance with Clause 4.5(b), then it shall be liable to pay liquidated damages for each week of delay beyond the Scheduled CP Completion Date at the rate of [0.2% (zero point two per cent)] of the Performance Security, up to the CP Long-stop Date. The Authority shall pay such liquidated damages within [30 (thirty)] days of receipt of an invoice for such liquidated damages from the Concessionaire.

It is clarified for the avoidance of any doubt that if both the Concessionaire and the Authority have failed to fulfil any of their Conditions Precedent by the Scheduled CP Completion Date (including any Conditions Precedent under Clause 4.4(a), then neither the Concessionaire nor the Authority shall be liable to pay liquidated damages under this Clause 4.6.

(b) The Parties acknowledge that the damages specified in Clause 4.6(a)(i) and Clause 4.6(a)(ii) above are a genuine pre-estimation of and reasonable compensation for the loss that shall be suffered by the non-defaulting Party(ies) as a result of the delay in fulfilment of the Conditions Precedent and consequently, occurrence of the Effective Date.

(c) Subject to Clause 4.6(e), if the Concessionaire fails to satisfy any of the

Conditions Precedent that it is required to fulfil by the CP Long-stop Date and the Authority has not waived, fully or partially, such conditions, either the Authority or the Concessionaire may terminate this Agreement forthwith by issuing a notice to the other Parties.

(d) Subject to Clause 4.6(e), if the Authority fails to satisfy any of the Conditions Precedent that it is required to fulfil by the CP Long-stop Date and the Concessionaire has not waived, fully or partially, such conditions, either the Authority or the Concessionaire may terminate this Agreement forthwith by issuing a notice to the other Parties.

(e) The Concessionaire and the Authority shall be permitted to waive or relax any Condition Precedent required to be fulfilled by the other Party or agree to an extension of the CP Long-stop Date for satisfaction of the Conditions Precedent required to be fulfilled by the other Party.

(f) If the Concessionaire has failed to satisfy any of the Conditions Precedent required to be satisfied by it, other than due to the reasons set out in Clause 4.5(b) by the CP Long-Stop Date and this Agreement is terminated in accordance with this Clause 4.6, then:

(i) the Authority shall return the Performance Security submitted by the Concessionaire after deducting any amounts due and payable by the Concessionaire towards the liquidated damages as per Clause 4.6(a) up to and until the date of termination of this Agreement;

(ii) the Concessionaire shall not be entitled to receive any payment or compensation from the Authority for the costs and expenses incurred by the Concessionaire in performing any of its obligations under this Agreement (including preparing, the Construction Plan, the Project Execution Plan, the DPR and the ESIA Report) prior to the termination of this Agreement;

(iii) the Concessionaire shall hand over to the Authority all documents, designs, plans, data and any Confidential Information provided by the Authority to the Concessionaire prior to termination of this Agreement;

(iv) the Authority shall hand over to the Concessionaire the Construction Plan, the Project Execution Plan, the DPR, the ESIA Report and any other document and Confidential Information submitted by the Concessionaire to the Authority prior to termination of this Agreement; and if the access to any part of the Project Site has been granted to the Concessionaire prior to termination of this Agreement, then upon termination of this Agreement, the Concessionaire shall remove all equipment, temporary works, work sheds, labour camps and all other temporary installations on the Project Site, and thereafter, the

Project Site will be deemed to automatically vest with the Authority.

(g) If the Authority has failed to satisfy any of the Conditions Precedent required to be satisfied by them or the Concessionaire has failed to satisfy any of the Conditions Precedent required to be satisfied by it due to the reasons set out in Clause 4.5(b), in each case by the CP Long-Stop Date, and this Agreement is terminated in accordance with this Clause 4.6, then:

(i) the Authority shall return the Performance Security submitted by the Concessionaire;

(ii) the Authority shall reimburse the Concessionaire for the reasonable documented costs incurred by the Concessionaire in preparing the Construction Plan, the Project Execution Plan, the DPR and the ESIA Report less any liquidated damages paid by the Authority under Clause 4.6(a), provided that such costs shall be capped at a sum no greater than [0.5% (zero point five percent)] of the Aggregate Project Cost;

(iii) the Concessionaire shall hand over to the Authority all documents, designs, plans, data and any Confidential Information provided by the Authority to the Concessionaire prior to termination of this Agreement;

(iv) the Authority shall hand over to the Concessionaire the Construction Plan, the Project Execution Plan, the DPR, the ESIA Report and any other document and Confidential Information submitted by the Concessionaire to the Authority prior to termination of this Agreement;

(v) the Authority shall not use any soft copies of the Construction Plan, the Project Execution Plan, the DPR, the ESIA Report and any other document and Confidential Information submitted by the Concessionaire to the Authority prior to termination of this Agreement, without the prior written consent of the Concessionaire; and

(vi) if the access to any part of the Project Site has been granted to the Concessionaire prior to termination of this Agreement, then upon termination of this Agreement, the Concessionaire shall remove all equipment, temporary works, work sheds, labour camps and all other temporary installations on the Project Site, and thereafter, the Project Site will be deemed to automatically vest with the Authority.

(h) Upon termination of this Agreement pursuant to this Clause 4.5, other than to the extent specified in this Clause 4.6, no Party shall have any liability to the other Party in connection with this Agreement.

(i)

ARTICLE 5: OBLIGATIONS OF THE CONCESSIONAIRE

5.1 General Obligations of the Concessionaire

The Concessionaire shall:

(a) at its own cost and expense, procure finance for and undertake the design, engineering, procurement, development, construction, commissioning, operation and maintenance of the Plant Infrastructure in a manner that is in compliance with the Technical Specifications, Applicable Laws, the Performance Standards, Applicable Permits, the O&M Plan, EMP, the OHS Plan and Good Industry Practice;

(b) operate and maintain the Plant Infrastructure throughout the O&M Period in a manner that is in compliance with the Technical Specifications, Applicable Laws, the Performance Standards, Applicable Permits, the O&M Plan, EMP, the OHS Plan and Good Industry Practice;

(c) design, engineer, procure, construct, operate and maintain the Associated Infrastructure in accordance with the requirements of this Agreement;

(d) maintain and comply with the terms and conditions of all Applicable Permits in undertaking the construction and O&M of the Plant Infrastructure;

(e) perform and fulfil all obligations under the Financing Documents;

(f) procure, as required, all necessary rights (including proprietary rights), licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;

(g) discharge its obligations as a reasonable and prudent person and make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under the Agreement;

(h) ensure that the Plant Facility is capable of handling and processing Raw Biogas up to its Design Capacity on a daily basis;

(i) obtain all Applicable Permits necessary for the delivery of the CBG Output to the Offtaker in accordance with the terms of this Agreement;

(j) procure pipelines/ cascades or other appropriate infrastructure that is safe, reliable and fit for purpose in order to deliver the CBG Output;

(k) within [30 (thirty)] days of the Appointed Date, and in any event, prior to the commencement of any work at the Project Site, appoint a

Person with sufficient skill and expertise to act as the Concessionaire's Representative. The Concessionaire's Representative shall monitor, coordinate and supervise the completion of the Plant Infrastructure, and liaise with Authority's Representative and the Independent Engineer during the Concession Period. At any time during the Concession Period, the Concessionaire may replace the Concessionaire's Representative with prior written notice to Authority;

(l) provide all necessary assistance to the Independent Engineer and Authority in undertaking inspection of the Plant Infrastructure, and in performing its other obligations and duties under this Agreement;

(m) take all necessary measures to maintain the safety and security of personnel, material and property at the Project Site and the Adjoining Properties, in accordance with the approved EMP, OHS Plan, and all Applicable Laws;

(n) ensure that all excavated materials, earthworks, waste materials, and hazardous substances are stored and/or disposed in accordance with this Agreement, the EMP, OHS Plan, Applicable Laws and Applicable Permits;

(o) obtain and maintain adequate insurances as per this Agreement;

(p) procure and maintain an adequate supply of water for the construction, operation and maintenance of the Plant Infrastructure;

(q) obtain carbon credit registration for incentives/revenue to be transferred to the Authority upon early termination or expiry of this Agreement;

(r) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

(s) hand back the Plant Infrastructure to the Authority upon expiry or early termination of this Agreement in accordance with the Hand-back Conditions and the Hand-back Requirements.

5.2 Obligations relating to Project Agreements

(a) It is expressly agreed that the Concessionaire shall, at all times, be liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or any other agreement shall excuse the Concessionaire from its obligations or liability under this Agreement.

(b) The Concessionaire shall submit to the Authority copies of all Project Agreements or any amendments or replacements thereto within 15 (fifteen) days from the date of their execution.

(c) The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of termination or suspension (the **Covenant**). The Parties agree that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Hand-back Date, the Project Agreements shall be deemed to cease to be in force and effect on the Hand-back Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of termination or suspension.

(d) The Concessionaire shall also procure that such Project Agreements shall also include a covenant that all disputes arising out of such Agreements shall be settled between the Concessionaire and the counter party(ies) and that the Authority or its advisors/contractors/consultants shall not be impleaded in such disputes whatsoever.

(e) The Concessionaire shall not make any addition, replacement or amendment to any of the Financing Documents without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of increasing the financial liability of the Authority under this Agreement, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for the restructuring or rescheduling of the Debt Due to the extent that such restructuring or rescheduling does not increase the financial liability of the Authority under this Agreement.

5.3 Land Use

The Concessionaire shall ensure optimum utilization of the Project Site and land available and shall not use the same for any purpose unconnected with,

or which is not incidental to the Project.

5.4 Processing of Raw Biogas

The technologies adopted for processing Raw Biogas shall be those proposed in the Concessionaire's Bid submitted in response to the RFP.

5.5 Employment of Trained Personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

5.6 Branding of the Project

(a) The Concessionaire agrees that the Project shall be known, promoted, displayed and advertised by the name of "STP-based Biogas Purification and Compression Facility in Bangalore]".

(b) The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire. The Concessionaire undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.

5.7 Obligations relating to Information

(a) Without prejudice to the provisions of Applicable Laws, Applicable Permits and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions the Concessionaire shall provide such information forthwith in the manner and form required by the Authority.

(b) After receiving a notice from the Authority for comments on the accuracy and text of any information relating to the Concessionaire's activities under or pursuant to this Agreement which the Authority proposes to publish, the Concessionaire shall provide such comments in the manner and form required by the Authority.

5.8 Obligations in relation to Other Charges

(a) The Concessionaire shall make timely payments for all utility services in respect of the Project Site, including water, sewerage, electricity, telecommunication, internet and cable charges, etc. on its own account.

(b) The Concessionaire shall hold harmless and keep the Authority indemnified from any fine, penalty, charges, levies, damages and losses that arise on account of any claims, suits, demands and proceedings due

to the non-payment or delayed payment of such charges.

5.9 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

5.10 Obligations relating to Change in Ownership

(a) Ownership Information

The shareholding pattern of the [Selected Bidder/Members] in the Concessionaire is as follows:

S.No.	Name of the shareholder	No. of shares held	Nature of the shares [Equity/Preference]	Value of the shares held [in Rs.]	Shareholding [in %]

The Concessionaire represents and warrants to the Authority that no arrangements are in place that have resulted or may result in a breach of the change in ownership restrictions set out in Clause 5.10(b) below.

(b) Change in Ownership Restrictions

(i) The Concessionaire shall ensure that the Selected Bidder holds at least: 51% (fifty one percent) of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period;

OR

(ii) The Concessionaire shall ensure that Members of the Selected Bidder, being the shareholders of the Concessionaire, comply with the following ownership restrictions:

(A) the consortium shall cumulatively hold not less than [51% (fifty one percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period;

(B) the Lead Member shall hold not less than [26% (twenty six

percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period; and

(C) the Member, whose Technical Capacity or Financial Capacity was assessed for the purpose of qualification, shall individually hold not less than [15% (fifteen percent)] of the total Equity Contribution and voting rights of the Concessionaire during the Concession Period.

(iii) The Concessionaire shall ensure that the change in ownership restrictions set out in Clause 5.10(b) are incorporated in the articles of association of the Concessionaire.

ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1 General Obligations of the Authority

The Authority shall:

(a) comply with all its obligations under Applicable Laws;

(b) make reasonable endeavours to assist the Concessionaire in obtaining the Applicable Permits from the relevant Government Authorities, provided that the Concessionaire has complied with all the requirements as per Applicable Laws for applying for such Applicable Permits;

(c) grant, in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require, or is obliged to seek, from the Authority under this Agreement, in connection with implementation of the Project and the performance of its obligations;

(d) provide reasonable assistance to the Concessionaire in obtaining permits for utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities that may be required for the Project, including providing reasonable assistance to the Concessionaire in procuring the water and power supply for the construction, operation and maintenance of the Plant Infrastructure;

(e) within 30 (thirty) days of the Appointed Date, and in any event, prior to the commencement of any construction of the Plant Infrastructure, appoint a Person with sufficient skill and expertise to act as Authority's Representative. The Authority's Representative shall liaise with the Concessionaire's Representative and the Independent Engineer during the Concession Period. At any time during the Concession Period, Authority may replace Authority’s Representative with prior written notice to the Concessionaire;

(f) grant to the Concessionaire, Right of Way and peaceful and actual possession of the Project Site in accordance with the timelines in this Agreement, provide access road(s) to the Project Site which are capable of being used throughout the year (including during the monsoon season) and ensure that the Concessionaire enjoys peaceful access to the Project Site;

(g) not assign, transfer, or otherwise dispose of its rights, title, and interest in the Project Site or create any Encumbrance over any part of the Project Site, which may adversely impact the exercise of the Concessionaire's rights and duties under this Agreement;

(h) ensure that physical infrastructure/cascades/pipelines for the CBG Output by the Concessionaire is laid by the Concessionaire before Commercial Operations Date.

(i) cause the Independent Engineer to carry out timely inspection of the Plant Infrastructure, and perform its other obligations and duties under this Agreement;

(j) upon progressive completion of the works for the construction of the Plant Infrastructure, inspect or cause the Independent Engineer to inspect the works and issue the Milestone Completion Certificates / Construction Completion Certificate to the Concessionaire;

(k) monitor and review the operations and performance of the Plant Infrastructure, including the obligation to review the records and reports that the Concessionaire is required to maintain, during normal working hours;

(l) supply Raw Biogas required by the Concessionaire for it to conduct the Trial Operations and performance testing of the Plant Infrastructure;

(m) ensure STP Contractors supplies the Raw Biogas to the Concessionaire at the Receipt Point in accordance with the requirements of this Agreement;

(n) ensure that the Escrow Account is setup;

(o) receive the Concessionaire Payments and Processing Fee payments, after approval of the Invoice, in accordance with Article 22.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties

Each Party represents and warrants to the other Parties that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement, the Substitution Agreement, the Escrow Agreement and any other agreements required in relation to the Project;

(b) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement, the Substitution Agreement and the Escrow Agreement; and

(c) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement, the Substitution Agreement or the Escrow Agreement.

7.2 Concessionaire's Representations and Warranties

The Concessionaire represents and warrants to Authority that:

(a) it is duly organized, validly existing and of good standing under the laws of India;

(b) it has the financial standing and capacity to design, build, finance, supply, install, operate maintain and transfer;

(c) the Plant Infrastructure in accordance with this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(e) the information furnished in the Bid of the Selected Bidder or in response to the RFP, and as updated on or before the date of this Agreement is true and accurate in all respects as on the Appointed Date;

(f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of

the terms of its memorandum and articles of association/charter documents or any Applicable Laws or Applicable Permits or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(g) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of the GoI or GoK which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(h) it has complied with all Applicable Laws and Applicable Permits in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;

(i) the Selected Bidder and any Member of the Selected Bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to LOA and has agreed to unconditionally accept the terms and conditions set forth in this Agreement;

(j) all its rights and interests in the Project shall pass to and vest in the Authority on the Hand-back Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or act of the Authority and none of the assets of the Project shall be acquired by it or be subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided for in this Agreement;

(k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

(l) it shall at no time undertake or permit any change in ownership except as permitted by Clause 5.10; and

(m) no representation or warranty by it contained in this Agreement or in any other document furnished by it to Authority, the GoI or GoK in relation to Applicable Permits contains any untrue or misleading statement of material fact or omits to state a material fact necessary to

make such representation or warranty.

7.3 Authority's Representations and Warranties

Authority represents and warrants to the Concessionaire that:

(a) it is duly organized, validly existing and in good standing under the laws of India;

(b) it has the financial standing and legal capacity to execute this Agreement and perform its obligations under this Agreement;

(c) it has taken all necessary approvals to execute this and perform its obligations under this Agreement;

(d) this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of the GoI or the GoK, which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement;

(f) it has complied with all Applicable Laws and Applicable Permits in all material respects;

(g) the Project Site is not subject to any mortgage, lien, charge or any other Encumbrance;

(h) it does not have any liability for any Taxes, or any interest or penalty in respect thereof, of any nature, that may constitute a lien against the Project Site; and

(i) all information provided by it in the RFP and this Agreement (including the Technical Specifications) in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects.

7.4 Acknowledgement

(a) The Parties acknowledge and confirm that the Parties have relied upon and have entered into this Agreement on the basis of the representations, warranties and undertakings made by the Parties hereunder.

(b) If any occurrence or circumstance comes to the attention of a Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Parties. Such notification shall not have the effect of remedying any breach of

the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of a Party under this Agreement.

(c) Authority and Authority Related Parties or any of their agents or employees shall not be liable to the Concessionaire in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of;

(i) any inaccuracy, omission, unfitness for any purpose or inadequacy of any kind whatsoever in the information relating to the Project disclosed by Authority to the Concessionaire; or

(ii) any failure to make available to the Concessionaire any materials, documents, plans or other information relating to the Project.

ARTICLE 8: DISCLAIMER

8.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the RFP, Scope of Work, Technical Specifications, the Project Site, existing structures, local conditions, physical qualities of ground, subsoil, geology, input gas characteristics and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

8.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Concessionaire Related Parties or any person claiming through or under any of them.

8.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1 above shall not vitiate this Agreement or render it voidable.

8.4 In the event that any Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1 above, that Party shall immediately notify the other Parties, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.5 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

PART III – DEVELOPMENT AND OPERATIONS

ARTICLE 9: PERFORMANCE SECURITY AND O&M SECURITY

9.1 The Concessionaire shall have submitted to the Authority, prior to the Appointed Date, an unconditional and irrevocable bank guarantee for an amount equal to INR 5,00,00,000 (Indian Rupees Five Crore) (the **Performance Security**) in the format as set out under Schedule D. Until the Performance Security has been submitted to the Authority, the Bid Security shall remain in force and effect, and upon the submission of the Performance Security, the Authority's Representative shall release the Bid Security to the Concessionaire. Notwithstanding anything to the contrary in this Agreement, in the event that the Performance Security is not provided by the Concessionaire on or before the execution of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and all rights, privileges, claims and entitlements of the Concessionaire under or arising out of the LOA shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire.

9.2 The Performance Security shall remain valid for a period until 30 (thirty) days after the COD.

9.3 To secure the performance of its obligations during the O&M Period, the Concessionaire shall be required to submit a bank guarantee substantially in the format as the O&M Performance Security for an amount equivalent to INR 5,00,00,000 (Indian Rupees Five crores) (the **O&M Security**) in the format as set out under Schedule E at least 30 (thirty) days prior to the COD. The O&M Security may have an initial validity period of 1 (one) year, and must be renewed on a year-on-year basis, before the expiry of the 11th (eleventh) month of the relevant year, until the expiry of the Concession Period.

9.4 The Performance Security shall secure the due performance of the Concessionaire's obligations up to the COD and the O&M Security shall secure the due performance of the Concessionaire's obligations from the COD till the expiry of the Concession Period of the Plant Facility last commissioned. The cost of procuring the Performance Security and the O&M Security shall be borne solely by the Concessionaire.

9.5 If the Performance Security is scheduled to expire before the timeline mentioned in Clause 9.2, then the Concessionaire shall arrange for an extension of the Performance Security at least 30 (thirty) days prior to such expiration. If the Concessionaire fails to procure such extension or replacement, the Authority shall be entitled to drawdown the total amount available under the Performance Security and retain such amount as cash security until such time that the Concessionaire submits an extension or replacement of the Performance Security.

9.6 If the O&M Security is not renewed by the expiry of the 11th (eleventh) month of the relevant year after the COD, then the Authority shall be entitled to drawdown the total amount available under the O&M Security and retain such amount as cash security until such time that the

Concessionaire submits an extension or replacement of the O&M Security.

9.7 The Authority shall be entitled to utilize such retained amount in the same manner as it would utilise the Performance Security or the O&M Security, as the case may be.

9.8 Upon receipt of a renewed or replacement Performance Security, or O&M Security, as the case may be, the Authority shall return the unutilized cash security amount for the Performance Security, or O&M Security, to the Concessionaire.

9.9 The interest earned on any retained amounts or cash security shall be to the account of the Authority and the Authority shall not be required to pass on such sums to the Concessionaire.

9.10 The Authority shall have the right to draw on the Performance Security and claim up to the amount guaranteed upon the Concessionaire's failure to satisfy any Condition Precedent or honour any of its obligations, responsibilities or commitments up to the COD, or any amount due and payable by the Concessionaire to the Authority (including any Delay Liquidated Damages and any amounts the Concessionaire is liable to pay for breach of the indemnities under Article 34), in accordance with this Agreement.

9.11 The Authority shall have the right to draw on the O&M Security and claim up to the amount guaranteed upon the Concessionaire's failure to honour any of its obligations, responsibilities or commitments after the COD till the expiry of the Concession Period, or any amount due and payable by the Concessionaire to the Authority (including any Liquidated Damages, any amounts the Concessionaire is liable to pay for breach of the indemnities under Article 34 and any amounts the Concessionaire is liable to pay under Clause 30.2), in accordance with this Agreement.

9.12 The Authority shall not be required to give any prior notice to the Concessionaire of its intention to make a demand under the Performance Security or the O&M Security, as the case may be. However, the Authority shall provide the Concessionaire with a copy of any demand notice issued by the Authority under the Performance Security or the O&M Security, simultaneously with the issuance of the demand notice to the Scheduled Bank that has issued the Performance Security or the O&M Security.

9.13 If the Authority makes a demand under the Performance Security or O&M Security, in part or in full, the Concessionaire shall immediately and in no event later than 15 (fifteen) days of such demand, restore the value of such Performance Security or O&M Security to the amount stated in Clause 9.1 or Clause 9.3.

9.14 Within 30 (thirty) days from the COD or the termination of this Agreement, whichever is earlier, the Performance Security or, as the case

may be, the amount retained by Authority as cash security under Clause 9.5, shall be released to the Concessionaire (after setting-off any sums payable by the Concessionaire to the Authority), provided that, where the Agreement has not been terminated and the COD has occurred, the Performance Security shall not be released to the Concessionaire until the O&M Security has been provided by the Concessionaire.

9.15 Upon the expiry of the Concession Period or the termination of this Agreement, whichever is earlier, the O&M Security or, as the case may be, the amount retained by the Authority as cash security under Clause 9.6, shall be released to the Concessionaire (after setting-off any sums payable by the Concessionaire to the Authority) after the expiry of 30 (thirty) days from the date of expiry or termination of this Agreement.

ARTICLE 10: PROJECT SITE

10.1 The Project Site

(a) The Project Site of the Plant Infrastructure shall comprise the land as described in Schedule B, and in respect of which the Rights of Way shall be provided and granted by the Authority to the Concessionaire on a leave and license basis under and in accordance with this Agreement.

(b) The Project Site would include (but not be limited to) the land for setting up of Plant Infrastructure relating to Raw Biogas to CBG Output facility.

(c) Without prejudice and subject to the Agreement, the ownership of the Project except the Project Site, including all improvements made therein by the Concessionaire, during the Concession Period, shall at all times remain with the Concessionaire.

10.2 Grant of License over the Project Site

(a) The Authority shall, on and from the Appointed Date, grant the Concessionaire access to the Project Site, along with all necessary Right of Way to enter upon the Project Site for conducting any site inspection and studies that may be required for preparing the Construction Plan, the Project Execution Plan, the DPR and conducting the ESIA.

(b) Within 30 (Thirty) days from the Appointed Date, the Authority shall handover to the Concessionaire the cleared and levelled Project Site, free of any Encumbrances and from such date, the Authority shall grant the Concessionaire a license over the Project Site, along with all necessary Right of Way to enter upon, access, and occupy the Project Site. Provided that, license to use the Project Site granted to the Concessionaire shall always be subject to the right of the Authority and its nominated contractors to enter upon and access the Project Site. The license granted to the Concessionaire shall include the exclusive right to:

(i) undertake the Pre- Construction Works;

(ii) design, supply, install and commission the Plant Infrastructure at the Project Site;

(iii) operate and maintain the Plant Infrastructure during the O&M Period;

(iv) install, operate, use, maintain, and remove such equipment, devices or other structures and improvements on, over, or under the Project Site, as may be necessary or appropriate for the

operations and activities required or permitted under this Agreement;

(v) use access roads, gates, fences and utilities at or about the Project Site; and

(vi) construct, use, operate, maintain, replace and repair electric lines, telecommunication lines, water supply networks and other utilities required to undertake the Project at the Project Site.

(c) Any charges payable for clearing and levelling the Project Site, granting access to the Concessionaire and obtaining all necessary Right of Way will be paid directly by the Authority.

(d) The Authority shall provide the Project Site to the Concessionaire free of Encumbrances and encroachments. If the Concessionaire discovers any hazardous substances at the time of handover of the Project Site, the Authority will remove such hazardous substances at its own cost and expense.

(e) The Concessionaire shall not without the prior written consent or approval of Authority use the Project Site for any purpose other than to undertake the Project and purposes incidental thereto, as permitted under this Agreement or as may be otherwise approved by Authority.

(f) The full ownership and title over the Project Site shall, at all times during the Concession Period, vest with the Authority.

(g) The Authority warrants that the Concessionaire shall, subject to Clause 10.1(a), occupy the Project Site, from such time that access is granted to the Concessionaire and until the expiry of the Concession Period. If the Concessionaire is obstructed by any Person claiming to be affected by the Project, including construction of the Plant Infrastructure at the Project Site or if any injunction is granted by a court against the construction of the Plant Infrastructure at the Project Site, the Authority shall, if called upon by the Concessionaire, take appropriate actions to tackle or defend such claims and proceedings.

(h) Subject to any substitution rights exercised by the Lenders, the license and the Right of Way granted by the Authority shall automatically terminate upon termination of this Agreement or expiry of the Concession Period.

10.3 Right, Title and Interest in the Plant Infrastructure

(a) The full ownership, rights and title to the Plant Infrastructure constructed or installed by the Concessionaire pursuant to this

Agreement shall vest with the Concessionaire during the Concession Period.

(b) Except as otherwise provided in this Agreement, the Concessionaire shall not:

(i) sell or create any Security over the Plant Infrastructure or any part thereof, except in accordance with the terms of the Financing Documents;

(ii) dispose of any assets forming part of the Plant Infrastructure, other than for the purposes of replacement due to normal wear and tear; or

(iii) transfer, assign or novate all of its rights and obligations under this Agreement and in contravention of the terms of this Agreement, without the prior written consent of the Authority (such consent not being unreasonably withheld or delayed).

10.4 Project Site Data and Verification

(a) The Authority has made available to the Concessionaire, the layout plans (as set out in Schedule B of this Agreement) and all other relevant data, studies and reports in the Authority's possession in connection with the Project Site and the Plant Infrastructure.

(b) The Concessionaire shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the implementation of the Project Site.

(c) The Concessionaire shall also be deemed to have inspected and examined the Project Site and its surroundings, analysed and verified the accuracy and reliability of the studies, reports and data provided by Authority and any other information available with respect to the Plant Infrastructure and the Project Site and to have satisfied itself as to all the relevant matters including:

(i) the nature of the Project Site, including the subsurface conditions, ecosystem, water table, drainage, subsoil, the load bearing and other characteristics of the Project Site;

(ii) the suitability of the Project Site for undertaking the construction and operation of the Plant Infrastructure;

(iii) the adequacy of the utilities available till the battery limits of the Project Site;

(iv) the extent, nature and availability of labour, material, transport, accommodation, storage facilities and other facilities and resources necessary to undertake the Project;

(v) the nature of design, construction work and O&M services necessary to perform its obligations under this Agreement;

(vi) Applicable Laws and Applicable Permits required to be obtained and maintained to undertake the Project;

(vii) the risk of injury or damage to Adjoining Property and to the occupiers of such property or any other risk;

(viii) the precautions, and methods of working necessary to prevent any public nuisance; and

(ix) all other matters that may affect the performance of its obligations under this Agreement.

(d) The Concessionaire acknowledges and agrees that if any error or discrepancy is subsequently discovered in the data made available by the Authority, then the Authority and the Concessionaire may mutually arrive at a decision regarding any extension of the relevant Plant Milestone or the Scheduled COD and/or compensation for additional costs incurred due to such error or discrepancy. Provided that, the Concessionaire shall not be entitled to any extension as mentioned above, nor shall it be open to the Concessionaire to justify any default or delay on the ground of the Concessionaire having not visited or acquainted itself with the Project Site and Project Sites' conditions in any manner whatsoever. Further, any misinterpretation of the data, studies and reports provided by the Authority shall not relieve the Concessionaire from the performance of its obligations under this Agreement on the ground that it could not reasonably be expected to have foreseen any of the matters listed in Clause 10.4(c) above, which affect or may affect the Project or the performance of any of its obligations under this Agreement.

10.5 Site Related Covenants

The Concessionaire agrees and undertakes that:

(a) the Concessionaire shall not transfer, alienate, assign, dispose of, sub-license or create any Security over any part of the Project Site or its rights and interest in the Project Site, other than as specifically permitted under this Agreement;

(b) the Concessionaire shall not allow any encroachment on, or unauthorized occupation of any part of the Site and in the event of any encroachment or unauthorized occupation, the Concessionaire shall immediately cause such encroachment or any unauthorized occupants to be removed from the Project Site. The Concessionaire shall not be entitled to any extension of time or costs incurred in removal of any encroachment or any unauthorized occupants from the

Project Site where such encroachment or unauthorized occupation occurs after the date on which the Project Site is handed over to the Concessionaire in accordance with Clause 10.2(b);

(c) the Concessionaire shall not use the Project Site for any purpose unconnected with the Project;

(d) the grant of any rights to any third party shall not interfere with or hinder the performance of the Concessionaire's obligations under this Agreement;

(e) the Concessionaire shall be wholly responsible for safety at and security of the Project Site and the Plant Infrastructure;

(f) the Concessionaire shall take all necessary measures to confine its operations, personnel and equipment to the Project Site and not encroach on any Adjoining Property;

(g) all minerals, fossils, articles of value or antiquity, structures and other remains or things of geological or archaeological interest and other objects with historic, antique or monetary value discovered at, on or under the Project Site shall be dealt with in accordance with Applicable Laws and the Concessionaire shall take all necessary precautions to prevent its personnel from removing or damaging any such article or thing. Further, immediately upon the discovery of any such article or thing of value, the Concessionaire shall inform the Authority of such discovery and carry out the instructions of the Authority in this regard;

(h) the Concessionaire shall make good any damage to any roads, footpaths, conduits, and other works on any Adjoining Property, which is caused by the Concessionaire or the Concessionaire Related Parties; and

(i) the Concessionaire shall use all reasonable endeavours not to do or permit to be done anything which might:

(i) cause destruction, scarring or defacing of natural surroundings in the vicinity of the Project Site;

(ii) be or become a danger or nuisance or give rise to liability in tort to any owners or occupiers of the Adjoining Property or to members of the public; or

(iii) cause any contamination or damage to any Adjoining Property, and the Concessionaire shall, at its own expense, take all reasonable measures and precautions to avoid any such danger, nuisance, tort, damage or interference and shall make good any damage so caused.

If the construction works and/or the O&M services cannot be carried out without interfering with the rights of the owner or occupier of any Adjoining Property, the Concessionaire shall promptly and at its own cost obtain all necessary third party consents and/or the approval of any Government Authority to undertake such construction works and/or the O&M services. The Authority shall provide all assistance to the Concessionaire for procuring such approvals.

10.6 Access to the Authority Related Parties and Government Authorities

The Concessionaire shall ensure that the Authority Related Parties and relevant Government Authorities have access to the Project Site and the license granted to the Concessionaire over the Project Site shall always be subject to:

(a) the rights of the Authority, the Authority's Representative, other Authority Related Parties, and the Independent Engineer to enter upon and access the Project Site to inspect and monitor the progress of the Project, and for the exercise of their rights and the performance of their obligations under this Agreement, provided that the Authority shall ensure that the exercise of the inspection or monitoring rights do not impede or obstruct the construction and/or operation of the Plant Infrastructure in any manner whatsoever; and

(b) the rights of the Government Authorities or other utility providers to enter upon and access the Project Site for laying or installing telegraph lines, electric lines or for any other public purpose.

ARTICLE 11: UTILITIES, ASSOCIATED ROADS AND TREES

11.1 Existing Utilities and Roads

The Concessionaire shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Project Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the Authority as the controlling body of such road, right of way or utility, and the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire‘s cost, legal proceedings for acquisition of any right of way necessary for such diversion.

11.2 Shifting of Obstructing Utilities

The Authority (depending on the respective jurisdiction) shall, subject to Applicable Laws, undertake the shifting of any utility at its own cost including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Project Site if and to the extent that such utility causes or shall cause a Material Adverse Effect on the construction, operation or maintenance of the Project.

11.3 New Utilities and Roads

(a) The Concessionaire shall obtain install and maintain at its cost, all utilities necessary for undertaking the construction of the Plant Infrastructure, including all temporary power and water connections, lighting facilities, telephone connections, internet connections, etc. at the Project Site, provided that, the Authority shall ensure that any physical infrastructure required to enable the supply of electricity and water to the Project Site.

(b) The Concessionaire shall allow, subject to such conditions as the Authority may specify, access to, and use of the Project Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Concessionaire, it may require the user of the Project Site to pay compensation or damages as per Applicable Laws.

(c) The Concessionaire shall not be entitled to any extension of time or costs or in any other manner be relieved from the performance of its obligations in relation to Plant Infrastructure to comply with its obligations under Clause 11.1, 11.3(a) and 11.3(b) above.

(d) The Authority shall provide any reasonable assistance required by the Concessionaire to obtain the utilities for the construction of the Plant Infrastructure.

11.4 Felling of Trees

The Authority shall assist the Concessionaire in obtaining Applicable Permits for felling of any trees identified by the Concessionaire if such trees cause a Material Adverse Effect on the construction and O&M of the Project. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling of the trees for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations under this Agreement if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.

ARTICLE 12: FINANCING SUPPORT, SUBSTITUTION AGREEMENT AND SECURITY

12.1 Financing and Bankability Support

The Parties acknowledge that for the purposes of implementing the Project, the Concessionaire may require Financial Assistance from the Lenders. To this end, the Authority shall co-operate with the Concessionaire to achieve Financial Close.

12.2 Substitution Agreement

(a) This Agreement shall not be assigned by the Concessionaire, provided that, subject to the provisions of this Agreement, the Lenders may be given the right of substitution by execution of the Substitution Agreement.

(b) In case of a Concessionaire Event of Default and if a Substitution Agreement has been entered into, the Authority acknowledges that the Lenders will have a right to substitute the Concessionaire in accordance with Clause 28.2 and the Substitution Agreement. The Authority will suspend its right to step-in or terminate this Agreement until the expiry of the period available to the Lenders to exercise their substitution rights under Clause 28.2.

12.3 Security Creation

(a) The Concessionaire shall be entitled to create Security over all of its rights, title and interests in and to the Concession Agreement in favour of the Lenders for the purpose of obtaining Financial Assistance for the Project, provided that the creation of such Security will not result in any financial liability to the Authority.

(b) The Concessionaire shall be entitled to include the Lenders as co-insured and/or additional loss payees in any of the insurances taken by the Concessionaire in accordance with Article 25 and/or grant Security over the proceeds of such insurance.

(c) The Concessionaire shall be entitled to create Security over the Plant Infrastructure in favour of the Lenders for the purpose of obtaining Financial Assistance for the Project.

(d) The Concessionaire shall not be entitled to create any Security over the Project Site or any part thereof whether in favour of the Lenders or any third Persons.

ARTICLE 13: INDEPENDENT ENGINEER

13.1 Procedure for appointment and duties and functions of the Independent Engineer

(a) The Authority shall appoint an appropriately qualified Person as the Independent Engineer. The initial term of appointment of the Independent Engineer will be for a period of 3 (three) years, which can be renewed on a year- on-year basis as agreed between the Authority and the Independent Engineer. The scope of work of the Independent Engineer is set out at Schedule N.

(b) In appointing any replacement of the Independent Engineer, Authority shall comply with this Article 13.

(c) The Authority shall ensure that a copy of this Agreement is annexed to the appointment letter of the Independent Engineer highlighting all the rights and obligations of the Independent Engineer. The appointment letter signed and returned by the Independent Engineer shall acknowledge acceptance of its rights and obligations set out in this Agreement.

(d) The Independent Engineer shall be required to act independently, reasonably, fairly and expeditiously to ensure: (a) the timely completion of construction of the Plant Infrastructure in accordance with the timelines prescribed in this Agreement; and (b) compliance with the KPIs and other O&M obligations of the Concessionaire after the COD.

(e) The Independent Engineer shall inspect the Plant Infrastructure at least once a month and prepare inspection reports, setting out the progress of the, construction and operation of the Plant Infrastructure, defects or deficiencies, if any, and status of compliance with the Construction Plan, the Project Execution Plan, the DPR, Technical Specifications, Designs and Drawings, EMP, OHS Plan, ESIA Report, O&M Plan, and KPIs. The Independent Engineer shall send monthly inspection reports to the Authority.

(f) The Independent Engineer shall at all times during the Concession Period have the right to enter upon and access the Project Site to carry out any inspections or to attend meetings or discussions at the Site, in accordance with its scope of work and responsibilities. The Concessionaire shall have the right to accompany the Independent Engineer during its inspection of the Plant Infrastructure.

(g) The Independent Engineer shall, at all times, have the right to attend any meetings held by the Concessionaire to review the progress of the construction or O&M of the Plant Infrastructure, and to provide its comments/suggestions regarding the progress as well as the manner in which the construction works or O&M services is being undertaken.

Neither any comments/suggestions provided by the Independent Engineer nor any failure to provide comments/suggestions shall be deemed to be an acceptance of the construction works or the O&M services or a waiver of the Concessionaire's obligations to implement the Project, in accordance with this Agreement, the Technical Specifications, the Designs and Drawings, the EMP, OHS Plan, ESIA Report, the O&M Plan and all Applicable Laws and Applicable Permits.

(h) Except as specifically provided in this Agreement, the Independent Engineer shall have no authority, whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.

(i) The Concessionaire agrees that notwithstanding any review by the Independent Engineer of any or all of the construction works or O&M services, the Concessionaire shall bear all risk, responsibility and liability for the quality, adequacy and suitability of the Plant Infrastructure and its compliance with the terms of this Agreement.

13.2 Replacement of the Independent Engineer

(a) The Authority shall solely decide to replace the Independent Engineer in any of the following circumstances:

(i) if Authority has a reason to believe that the Independent Engineer has not discharged its duties in accordance with the terms of this Agreement;

(ii) if Authority decides not to renew the appointment of the Independent Engineer; or

(iii) if the Independent Engineer tenders its resignation in accordance with the terms of its appointment letter.

(b) In the event that the appointment of the Independent Engineer is terminated hereunder, the Authority shall appoint forthwith another Independent Engineer in accordance with Clause 13.1.

13.3 Authorized Signatories

The Authority shall require the Independent Engineer to designate and notify to the Authority and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer, and any communication or document required to be signed by the Independent Engineer shall be valid and effective only if signed by any of the designated persons, provided that the Independent Engineer may, by notice in writing, substitute any of the designated persons by any of its employees.

ARTICLE 14: CONSTRUCTION PERIOD

14.1 Commencement and Duration

The period for construction of the Plant Infrastructure shall commence on and from the Effective Date and shall continue until the COD (the **Construction Period**).

Notwithstanding anything to the contrary in this Agreement, the Concessionaire shall, prior to the Effective Date, be entitled to commence:

(a) soil or geophysical investigation or testing at the Project Site; and

(b) the Pre-Construction Works;

14.2 Project Execution Plan, DPR and Designs and Drawings

(a) Project Execution Plan

(i) Within 1 (one) month from the Appointed Date, the Concessionaire shall prepare and submit to the Authority and the Independent Engineer a Project Execution Plan in accordance with the requirements set out in Technical Specification. The Project Execution Plan shall include details of the execution strategy for the Project, manpower deployment, environment, health and safety standards, estimated timelines for procurement of equipment and materials and construction of the Project and a Project Site mobilization plan.

(ii) The Authority and the Independent Engineer shall review and provide comments, if any, on the draft Project Execution Plan to the Concessionaire, or notify the Concessionaire of their approval of the draft Project Execution Plan, within 15 (fifteen) days from the date of receipt of the draft Project Execution Plan from the Concessionaire. The Authority may require the Concessionaire to amend or modify the draft Project Execution Plan if the Authority or the Independent Engineer identifies any deficiencies or shortcomings in the draft Project Execution Plan. If the Concessionaire receives any comments, suggestions or instructions to modify the draft Project Execution Plan (including any plan included within the Project Execution Plan) from the Authority or the Independent Engineer, then the Concessionaire shall incorporate the suggestions made by the Authority and the Independent Engineer and modify the draft Project Execution Plan to address any such comments, shortcomings or deficiencies identified by the Authority and the Independent Engineer. Thereafter, the Concessionaire shall submit the revised Project Execution Plan to the Authority and the Independent Engineer for their approval. The process set out in this Clause 14.2(a)(ii) shall continue until the Project Execution Plan is

approved by the Authority and the Independent Engineer in accordance with this Clause 14.2(a)(ii). Within 15 (fifteen) days from the approval of the Project Execution Plan, the Concessionaire shall submit 3 (three) hard copies and 3 (three) soft copies on separate USB drives of the Project Execution Plan to the Authority.

(iii) The Concessionaire shall design, engineer and construct the Plant Infrastructure strictly in accordance with the approved Project Execution Plan. The Concessionaire shall not deviate from or make any subsequent modification or amendment to the approved Project Execution Plan without the prior written approval of the Authority. Provided that, the Authority shall not unreasonably withhold such approval if the proposed modification or amendment to the Project Execution Plan does not result in an extension of the Scheduled COD. The Concessionaire shall not commence construction of any part of the Plant Infrastructure prior to approval of the Project Execution Plan in accordance with this Clause 14.2(a).

(iv) Notwithstanding any approval of the Project Execution Plan by the Authority, the Concessionaire shall, subject to Clause 14.7(b), be solely liable for achieving the COD by the Scheduled COD. Subject to Clause 14.7(b), the Concessionaire shall not be entitled to any extension of time and/or costs incurred in the preparation of the Project Execution Plan and complying with the requirements of this Clause 14.2(a).

(b) Detailed Project Report

(i) Within 1 (one) month from the Appointed Date, the Concessionaire shall prepare and submit to the Authority and the Independent Engineer a DPR in accordance with the requirements set out in Technical Specification. The DPR shall include details of the Proposed Technology, mass and energy balances, tentative equipment list, demand assessment, technical feasibility, process flow diagrams, piping/process & instrumentation diagram, order of magnitude costs and detailed cost estimates, capital investment plan, project financing details, revenue projections and financial analysis.

(ii) The Authority and the Independent Engineer shall review and provide comments, if any, on the draft DPR to the Concessionaire or notify the Concessionaire of their approval of the draft DPR within 15 (fifteen) days from the date of receipt of the draft DPR from the Concessionaire. The Authority may require the Concessionaire to amend or modify the draft DPR if the Authority or the Independent Engineer identifies any deficiencies or

shortcomings in the draft DPR. If the Concessionaire receives any comments, suggestions or instructions to modify the draft DPR (including any plan included within the DPR) from the Authority or the Independent Engineer, then the Concessionaire shall incorporate the suggestions made by the Authority and the Independent Engineer and modify the draft DPR to address any such comments, shortcomings or deficiencies identified by the Authority and the Independent Engineer. Thereafter, the Concessionaire shall submit the revised DPR to the Authority and the Independent Engineer for their approval. The process set out in this Clause 14.2(b)(ii) shall continue until the DPR is approved by the Authority and the Independent Engineer in accordance with this Clause 14.2(b)(ii). Within 15 (fifteen) days from the approval of the DPR, the Concessionaire shall submit 5 five) hard copies and 2 (two) soft copies on a USB drive of the DPR to the Authority.

(iii) The Concessionaire shall design, engineer and construct the Plant Infrastructure strictly in accordance with the approved DPR. The Concessionaire shall not deviate from or make any subsequent modification or amendment to the approved DPR without the prior written approval of the Authority. Provided that the Authority shall not unreasonably withhold such approval if the proposed modification or amendment to the DPR does not result in an extension of the Scheduled COD. The Concessionaire shall not commence construction of any part of the Plant Infrastructure prior to approval of the DPR in accordance with this Clause 14.2(b).

(iv) Notwithstanding any approval of the DPR by the Authority, the Concessionaire shall, subject to Clause 14.7(b), be solely liable for achieving the COD by the Scheduled COD. Subject to Clause 14.7(b), the Concessionaire shall not be entitled to any extension of time and/or costs incurred in the preparation of the DPR and complying with the requirements of this Clause 14.2(b).

(c) Designs and Drawings

(i) The Concessionaire shall prepare the Designs and Drawings in accordance with the Technical Specifications, Applicable Laws and Applicable Permits. The Designs and Drawings shall be drawn to scale, with accurate dimensions, to minimize construction delays, disputes and cost overruns and to ensure smooth development of the Plant Infrastructure. The Plant Infrastructure should be designed in a manner such that the Concessionaire can obtain an environmental clearance for the Plant Facility, and a consent to operate for the operation of the Plant Infrastructure.

(ii) Within 1 (one) month from the Appointed Date, the Concessionaire shall submit 5 (Five) hard copies and 2 (two) soft copies on a USB drive of the draft Designs and Drawings to the Authority and the Independent Engineer for their review and approval. By submitting the Designs and Drawings for review to the Authority and the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the Designs and Drawings, including the field construction criteria related thereto, are in conformity with the Technical Specifications, Applicable Laws and Good Industry Practice.

(iii) The Authority and the Independent Engineer shall provide comments if any, on the draft Designs and Drawings to the Concessionaire or notify the Concessionaire of their approval of the draft Designs and Drawings within 60 (sixty) days from the date of receipt of the draft Designs and Drawings. The Authority may require the Concessionaire to amend or modify the draft Designs and Drawings if the Authority or the Independent Engineer identifies any deficiencies, inaccuracies or shortcomings in the draft Designs and Drawings. If the Concessionaire receives any comments, suggestions or instructions to modify the draft Designs and Drawings from the Authority or the Independent Engineer, then the Concessionaire shall modify the draft Designs and Drawings to correct any such shortcomings, inaccuracies or deficiencies and/or address, in writing, the Authority's/the Independent Engineer's comments on the draft Designs and Drawings and submit the revised Designs and Drawings to the Authority and the Independent Engineer for their approval within 15 (fifteen) days of receipt of comments. The process set out in this Clause 14.2(c)(iii) shall continue until the Designs and Drawings are approved by Authority and the Independent Engineer in accordance with this Clause 14.2(c)(iii).

(iv) Within 15 (fifteen) days from the approval of the Designs and Drawings, the Concessionaire shall submit 5 (five) hard copies and 2 (two) soft copies on a USB drive of the final Designs and Drawings to the Authority.

(v) The Concessionaire shall construct the Plant Infrastructure strictly in accordance with the approved Designs and Drawings. If there are any errors or deficiencies in the Technical Specifications, the Designs and Drawings shall take into account, address or rectify such errors or deficiencies. The Concessionaire shall not deviate from or make any subsequent modification or

amendment to the approved Designs and Drawings without the prior written approval of the Authority. The Concessionaire shall not commence construction of any part of the Plant Infrastructure prior to approval of the Designs and Drawings in accordance with this Clause 14.2. If the Concessionaire undertakes any construction work for the Plant Infrastructure prior to the approval of the Designs and Drawings, it shall do so at its own risk and the Authority shall have the right to reject any such construction work that does not comply with the approved Designs and Drawings.

(vi) Notwithstanding any approval of the Designs and Drawings by the Authority and the Independent Engineer, the Concessionaire shall bear all risk, responsibility and liability for the suitability, accuracy, adequacy and practicality of the Designs and Drawings. Subject to Clause 14.7(b), the Concessionaire shall not be entitled to any extension of time and/or costs incurred in the preparation of the Designs and Drawings and complying with the requirements of this Clause 14.2.

(d) Use of Proposed Technology

(i) The Concessionaire shall design and develop the Plant Facility on the basis of the Proposed Technology, approved by the Authority as part of the Designs and Drawings.

(ii) If the Selected Bidder is the owner of the Proposed Technology, then the Concessionaire shall enter into a technology license agreement with the Selected Bidder, under which the Selected Bidder will grant to the Concessionaire an irrevocable, perpetual, assignable, non-exclusive and royalty-free license to use the Proposed Technology to develop and operate the Plant Facility.

(iii) If the Selected Bidder does not own the Proposed Technology, then the Concessionaire shall, at its own cost, enter into a technology license agreement with the technology provider, under which the technology provider will grant to the Concessionaire an irrevocable, perpetual, assignable and royalty-free license to use the Proposed Technology. At no point will the Authority be obliged to make any payments to the Concessionaire towards the licensing and use of the Proposed Technology.

(iv) Upon the expiry or early termination of this Agreement, the Concessionaire shall assign the license and related rights to use the Proposed Technology for the sole purpose of operating and maintaining the Plant Facility to the Authority at no additional

cost to the Authority.

(v) The Concessionaire shall indemnify the Authority for any claims, losses, damages and costs suffered by the Authority as a result of an infringement of any third party's Intellectual Property Rights caused by the operation and use of the Plant Infrastructure.

(vi) The Concessionaire shall be permitted to undertake any upgradation or augmentation of the Proposed Technology with the prior approval of the Authority, provided that, such upgradation or augmentation is at no additional cost to the Authority and does not, in any manner, increase the financial liability of the Authority under this Agreement..

14.3 Construction Plan

(a) Within 1 (one) month from the Appointed Date, the Concessionaire shall prepare and submit to the Authority a detailed Construction Plan. The Construction Plan shall be prepared in accordance with the requirements set out in Technical Specifications and must include:

(i) the 4 (four) proposed Project Milestones and the specific activities to be performed by the Concessionaire to achieve the Project Milestones;

(ii) the detailed plan for completing the construction of the Plant Infrastructure in order to complete the Plant Milestones by the Scheduled Plant Milestone Completion Date and achieve the COD by the Scheduled COD;

(iii) a quality assurance plan setting out the activities and actions, proposed to be undertaken and the construction materials, equipment, and machinery to be used for the construction of the Plant Infrastructure to ensure that the Plant Infrastructure comply with the requirements of the Technical Specifications and Applicable Laws; and

(iv) an emergency response plan setting out in detail the procedures to be followed by the Concessionaire, its Sub-Contractors, agents and employees upon the occurrence of an Emergency.

(b) The Authority and the Independent Engineer shall review and provide comments, if any, on the draft Construction Plan to the Concessionaire or notify the Concessionaire of their approval of the draft Construction Plan within 60 (sixty) days from the date of receipt of the draft Construction Plan from the Concessionaire. The Authority may require the Concessionaire to amend or modify the draft Construction Plan if the Authority or the Independent Engineer

identifies any deficiencies or shortcomings in the draft Construction Plan. If the Concessionaire receives any comments, suggestions or instructions to modify the draft Construction Plan (including any plan included within the Construction Plan) from the Authority or the Independent Engineer, then the Concessionaire shall incorporate the suggestions made by the Authority and the Independent Engineer and modify the draft Construction Plan to address any such comments, shortcomings or deficiencies identified by the Authority and the Independent Engineer. Thereafter, the Concessionaire shall submit the revised Construction Plan to the Authority and the Independent Engineer for their approval. The process set out in this Clause 14.3(b) shall continue until the Construction Plan is approved by the Authority and the Independent Engineer in accordance with this Clause 14.3(b). Within ***15 (fifteen)*** days from the approval of the Construction Plan, the Concessionaire shall submit ***5 (five)*** hard copies and ***2 (two)*** soft copies on a USB drive of the Construction Plan to the Authority.

(c) The Concessionaire shall construct the Plant Infrastructure strictly in accordance with the approved Construction Plan. The Concessionaire shall not deviate from or make any subsequent modification or amendment to the approved Construction Plan without the prior written approval of the Authority. Provided that the Authority shall not unreasonably withhold such approval if the proposed modification or amendment to the Construction Plan does not result in an extension of the Scheduled COD. The Concessionaire shall not commence construction of any part of the Plant Infrastructure prior to approval of the Construction Plan in accordance with this Clause 14.3.

(d) Notwithstanding any approval of the Construction Plan by the Authority, the Concessionaire shall, subject to Clause 14.7(b), be solely liable for achieving the COD by the Scheduled COD. Subject to Clause 14.7(b), the Concessionaire shall not be entitled to any extension of time and/or costs incurred in the preparation of the Construction Plan and complying with the requirements of this Clause 14.3.

(e) If, after completing the Pre-Construction Works, the Concessionaire is of the view that the Construction Plan approved under this Clause 14.3 needs to be amended or modified in any way so as to incorporate any learnings from the Pre-Construction Works, it shall revise the Construction Plan and submit it to the Authority and the Independent Engineer and the process set out in Clause 14.3(b) shall follow for approval of the revised Construction Plan. Within 15 (fifteen) days from the approval of the revised Construction Plan, the Concessionaire shall submit 5 (five) hard copies and 2 (two) soft copy copies on a USB drive of the Construction Plan to the Authority.

14.4 Environment and Occupational Health and Safety Related Obligations

(a) Within 7 (seven) days from the Appointed Date, the Concessionaire shall commence the ESIA, to identify potential environmental and social risks and impacts arising from the Project, in accordance with the terms of reference prepared by the Concessionaire, and approved by the Authority, Applicable Laws, the Performance Standards, Applicable Permits and Good Industry Practices. As part of the ESIA, the Concessionaire shall establish a baseline measurement for all environmental and social aspects considered relevant to the Project, which will serve as a reference for comparison with any existing environmental or social impact of the Project. The Concessionaire shall submit a draft ESIA Report to the Authority and the Independent Engineer within 2 (two) months from the Appointed Date. The Authority and the Independent Engineer shall review and provide comments, if any, on the draft ESIA Report to the Concessionaire or notify the Concessionaire of their approval of the draft ESIA Report within 30 (thirty) days from the date of receipt of the draft ESIA Report from the Concessionaire. The Authority may require the Concessionaire to amend or modify the draft ESIA Report if the Authority or the Independent Engineer identifies any deficiencies or shortcomings in the draft ESIA Report. If the Concessionaire receives any comments, suggestions or instructions to modify the draft ESIA Report from the Authority or the Independent Engineer, then the Concessionaire shall incorporate the suggestions made by the Authority and the Independent Engineer and modify the draft ESIA Report to address any such comments, shortcomings or deficiencies identified by the Authority and the Independent Engineer. Thereafter, the Concessionaire shall submit the revised ESIA Report to the Authority and the Independent Engineer for their approval. The process set out in this Clause 14.4(a) shall continue until the ESIA Report is approved by the Authority and the Independent Engineer in accordance with this Clause 14.4(a). Within 15 (fifteen) days from the approval of the ESIA Report, the Concessionaire shall submit 3 (three) hard copies and 3 (three) soft copies on separate USB drives of the ESIA Report to the Authority.

(b) Based on the approved ESIA Report, the Concessionaire shall prepare and submit a detailed EMP to the Authority and the Independent Engineer within 15 (fifteen) days after the approval of the ESIA Report in accordance with Clause 14.4(a) above.

(c) The EMP shall set out the environment policies, guidelines and procedures to be followed by the Concessionaire in undertaking the Project in accordance with the approved ESIA Report, Applicable Laws, Applicable Permits, the Technical Specifications and Good Industry Practices. The details set out in the EMP will include (i)

measures to mitigate the environmental impact of construction and operations of the Plant Infrastructure as identified through the ESIA; and (ii) details of the stakeholder communications plan to be developed, implemented and maintained by the Concessionaire.

(d) The Concessionaire shall also, within 1 (one) month from the Effective Date, develop an OHS Plan, which sets out the health and safety policies, guidelines and procedures to be followed by the Concessionaire in undertaking the Project and shall include a comprehensive Project Site safety assurance plan developed in accordance with the approved ESIA Report, Applicable Laws, Applicable Permits, the Technical Specifications and Good Industry Practices.

(e) The Authority and the Independent Engineer shall provide comments, if any, on the draft EMP and OHS Plan to the Concessionaire or notify the Concessionaire of their approval of the draft EMP and OHS Plan within 60 (sixty) days from the date of receipt of the draft EMP and OHS Plan from the Concessionaire. The Authority may require the Concessionaire to amend or modify the draft EMP and/or OHS Plan if the Authority or the Independent Engineer identifies any deficiencies or shortcomings in the draft EMP and/or OHS Plan. If the Concessionaire receives any comments, suggestions or instructions to modify the draft EMP and/or OHS Plan from the Authority or the Independent Engineer, then the Concessionaire shall modify the EMP and/or OHS Plan to address any such comments, shortcomings or deficiencies identified by the Authority or the Independent Engineer. Thereafter, the Concessionaire shall submit the revised EMP and/or OHS Plan to the Authority and the Independent Engineer for their approval. The process set out in this Clause 14.4(e) shall continue until the EMP and OHS Plan are approved by the Authority and the Independent Engineer in accordance with this Clause 14.4(e). Provided that, if the Authority or the Independent Engineer fail to approve the EMP and/or OHS Plan at least 30 (thirty)days prior to the Scheduled COD, then the delay in approval of the EMP and/or OHS Plan shall not prevent the Concessionaire from obtaining the COD Certificate and commencing commercial operations in accordance with Clause 17.1. Provided further that, if the Authority or Independent Engineer revert with comments, modifications or suggestions on the draft EMP and/or OHS Plan after the COD, the Concessionaire shall be required to respond to or incorporate such modifications in accordance with this Clause 14.4(e), and any additional costs incurred by the Concessionaire in accepting such modifications shall be to the Authority’s account. Within 15 (fifteen) days from the approval of the EMP and OHS Plan, the Concessionaire shall submit 5 (five) hard copies and 2 (two) soft copies on a USB drive of the EMP and OHS Plan to Authority.

(f) The Concessionaire shall, and shall ensure that its Subcontractors also, comply and conform with all aspects of the EMP and OHS Plan, approved in accordance with this Clause 14.4, in executing the Project. Any failure of the Concessionaire to comply with the EMP or OHS Plan shall constitute a Concessionaire Event of Default. The Concessionaire shall indemnify the Authority against all costs, expenses, penalties and liabilities incurred/suffered by the Authority due to the Concessionaire's failure to comply with the EMP or OHS Plan in the course of execution of the Project. The Concessionaire shall not deviate from or make any subsequent modification or amendment to the approved EMP or OHS Plan without the prior written approval of the Authority.

(g) Neither any approval of the EMP and OHS Plan by the Authority, nor any failure to review and provide comments on the EMP or OHS Plan shall excuse any failure by the Concessionaire to adopt proper and recognized safety and environment friendly practices during the execution of the Project. The Concessionaire shall bear all risk, responsibility and liability for the accuracy and adequacy of the final EMP or OHS Plan in ensuring compliance with all Applicable Laws, the Performance Standards, Applicable Permits and Good Industry Practices in the execution of the Project. Subject to Clause 14.7(b) and 14.4(e), the Concessionaire shall not be entitled to any extension of time and/or costs incurred in preparation of the EMP or OHS Plan and complying with the requirements of this Clause 14.4.

14.5 Concessionaire's Pre-Construction and Construction Obligations

The Concessionaire shall design, finance, construct and complete the Plant Infrastructure and achieve the COD in accordance with Applicable Laws, Applicable Permits, Good Industry Practice, the Technical Specifications, the EMP, OHS Plan, the Designs and Drawings, the Construction Plan, the Project Execution Plan, the DPR and other provisions of this Agreement.

For this purpose, from the Appointed Date and during the Construction Period, the Concessionaire shall:

(a) complete Pre-Construction Works in accordance with Scope of Work and Technical Specifications. Subject to Clause 4.3(a) and Article 26, the Concessionaire shall not be entitled to any extension of time or costs on account of any delays in completing the Pre-Construction Works.

(b) complete the work corresponding to each Plant Milestone by the Scheduled Plant Milestone Completion Date so as to ensure that the Plant Facility achieves the COD on or before the Scheduled COD in a manner that:

(i) is in compliance with the Technical Specifications, the Designs and Drawings, the Construction Plan, the Project Execution Plan, the DPR, the EMP, OHS Plan, Applicable Laws, the Performance Standards, Applicable Permits and Good Industry Practices. For the avoidance of doubt, if there arises any ambiguity or conflict between the Technical Specifications, the Performance Standards and any Applicable Laws, then the one setting out the more stringent requirements or specifications shall prevail;

(ii) the Plant Infrastructure are free from all defects in design, materials, and workmanship;

(iii) the Plant Infrastructure are safe, reliable and fit for purpose;

(iv) the Plant Facility is capable of handling and processing the Raw Biogas up to the Design Capacity; and

(v) all aspects of the Plant Infrastructure, including the processes and materials employed in the construction, operation, and maintenance of the Plant Infrastructure comply with the Applicable Laws and the Performance Standards in relation to environment, health, and safety, and there is no damage to the environment resulting from the construction of the Plant Infrastructure.

(c) reasonably consider and act upon the comments/suggestions made by the Independent Engineer and Authority during any meetings with the Concessionaire;

(d) rectify any defects and/or deficiencies in the Plant Infrastructure, including any defects and/or deficiencies identified by the Independent Engineer and the Authority;

(e) ensure that an adequate number of suitably skilled and experienced contractors, architects, workmen and other personnel are engaged to undertake the Project. The Concessionaire shall be solely responsible for the work performed by any staff and labour engaged by it to execute the Project and for payment of all labour charges, fees, cess, payable under Applicable Laws (including labour welfare legislations) in connection with the skilled and unskilled manpower employed for the Project;

(f) including specifically the Building and Other Construction Workers Welfare Cess Act, 1996. The Concessionaire shall ensure that its Subcontractors provide all necessary amenities and welfare facilities for the staff and labour engaged by them at the Project Site and comply with all applicable labour laws. The Concessionaire shall indemnify and hold harmless the Authority from and against all claims, liabilities, expenses, costs and losses suffered or incurred by the Authority due to

the Concessionaire's or any Subcontractor's failure to comply with any Applicable Laws (including labour welfare legislations);

(g) take all reasonable measures to ensure that the transportation of any of the Concessionaire's or the Subcontractors' personnel or equipment, to or from the Project Site, does not interfere with local traffic in the vicinity of the Project Site;

(h) maintain accurate and systematic accounts and records of goods and material utilized and other costs and expenses incurred in connection with the construction works for the Plant Infrastructure, including all invoices, receipts, challans, vouchers, quotations and other records and documents with respect to the Plant Infrastructure in accordance with Applicable Laws; and

(i) prepare and keep up-to-date, "as-built" records of the execution of the work for the Plant Infrastructure, showing the exact as-built locations, sizes and details of the works executed. The "as-built" records shall be kept on the Project Site and be made available to the Independent Engineer and Authority for review and verification.

14.6 Construction Timelines

(a) The Concessionaire shall comply with the DPR, the Project Execution Plan, the Construction Plan, the Designs and Drawings and the Technical Specifications and complete the construction of the Plant Infrastructure so as to ensure that the Plant Facility achieves the COD on or before the Scheduled COD.

(b) Subject to Clause 14.7(c) below, the Concessionaire shall be entitled to a day-for-day extension of the relevant Plant Milestone or, as the case may be, the Scheduled COD, if the completion of construction, Trial Operations, and testing of the Plant Infrastructure is delayed due to any of the following reasons (each such event, a **Delay Event**):

(i) occurrence of a Force Majeure Event, provided that the requirements of Article 26 have been complied with; and/ or

(ii) any delay, impediment or prevention caused by or attributable to the Authority, the Authority's personnel or the Authority's other contractors on the Project Site.

The Concessionaire shall promptly provide the Authority (with a copy to the Independent Engineer) with a notice upon becoming aware of any Delay Event listed in this Clause 14.7(b). The notice should specify the nature of the Delay Event, the extent of delay suffered or likely to be suffered by the Concessionaire and mitigation measures being taken

by the Concessionaire.

The issuance of the notice under this Clause 14.7(b), within 7 (seven) days from the date the Concessionaire became aware of the Delay Event, shall be a condition precedent to the Concessionaire's entitlement to an extension under Clause 14.7(b).

(c) Without prejudice to the Concessionaire's obligations to notify the Authority regarding the occurrence of a Delay Event above, the Concessionaire shall: (i) keep and maintain records as reasonably necessary to substantiate and establish claims for extensions under Clause 14.7(b); and (ii) give the Authority and the Independent Engineer access to such records and documents or provide the Authority and the Independent Engineer with copies, if so requested.

(d) If the Concessionaire claims an extension of time in accordance with Clause 14.7(b) and Authority is of the opinion that such delay was caused or materially contributed to by any concurrent or interacting cause or causes of delay not listed in Clause 14.7(b), then the Concessionaire shall not be entitled to any extension of time for the concurrent period of delay.

(e) If two or more of the Delay Events listed in Clause 14.7(b) occur concurrently, then such concurrent period shall not be counted twice in determining an extension under Clause 14.7(b).

(f) Except as provided in Clause 14.7(b), the Concessionaire shall not be entitled to any extension of time for any reason whatsoever, including due to:

(i) delay caused in complying with any instructions of Authority or the Independent Engineer which are attributable to any act or omission of the Concessionaire;

(ii) failure of any Subcontractor to commence or carry out any work within the prescribed timelines; or

(iii) unavailability or shortage of equipment, materials, or any other resources.

(g) Any Dispute between the Parties with respect to the occurrence, length of subsistence or consequence of any of the Delay Event shall be settled in a final and binding manner in accordance with Article 34.

14.7 Delay Liquidated Damages

(a) Subject to Clause 14.7(b), if the Concessionaire fails to complete the work corresponding to any Plant Milestone or fails to achieve the COD by the Scheduled COD, then the Authority shall be entitled to liquidated

damages for each day of delay beyond the Plant Milestone, or, as the case may be, the Scheduled COD, at the rate of 0.25% (zero point two five per cent) of the Performance Security per day of delay, up to 6 (six) months from the relevant Plant Milestone (as per in Schedule F), or, as the case may be, the Scheduled COD (collectively, the **Delay Liquidated Damages**).

(b) The Delay Liquidated Damages will be payable until the work for the relevant Plant Milestone is completed or, as the case may be, the COD is achieved or deemed to be achieved in accordance with Article 17.

(c) If the Concessionaire achieves the COD by the Scheduled COD, the aggregate Delay Liquidated Damages recovered by the Authority under Clause 14.7(a) for a delay in achieving any Plant Milestone shall be refunded by the Authority to the Concessionaire, without any interest.

(d) The Authority shall be entitled to add the Delay Liquidated Damages to the amount receivable from the Concessionaire, and if such amounts are insufficient, the Authority shall have a right to invoke the Performance Security to the extent of the Delay Liquidated Damages.

(e) The Parties acknowledge that the Delay Liquidated Damages are a genuine pre-estimation of and reasonable compensation for the loss that shall be suffered by the Authority as a result of the delay in the completion of the Plant Infrastructure, and not as penalty.

(f) If, for any reason, the above paragraphs relating to the payment of Delay Liquidated Damages are void, invalid or otherwise inoperative so as to disentitle the Authority from claiming any Delay Liquidated Damages, then the Authority will be entitled to claim against the Concessionaire for general damages for delay in completing the works for the relevant Plant Milestone or for the delay in achieving the COD by the Scheduled COD.

(g) If the Concessionaire fails to complete the works for a Plant Milestone within 105 (one hundred five) days or if the Concessionaire fails to achieve the COD within 1 (one) months of the Scheduled COD, other than on account of any Delay Event, then such failure shall be deemed to be a Concessionaire Event of Default in accordance with Clause 28.1.

(h) The payment of Delay Liquidated Damages shall not relieve the Concessionaire from its obligations to complete the construction of the Plant Infrastructure and commission all the Plant Facilities, or from any of its other duties, obligations or responsibilities under the Agreement.

(i) The Concessionaire shall pay any Delay Liquidated Damages within 30 (thirty) days of receipt of an invoice for such liquidated damages from the Authority.

ARTICLE 15: MONITORING OF CONSTRUCTION

15.1 Monthly Progress Reports

During the Construction Period, the Concessionaire shall, submit monthly reports to the Independent Engineer (with a copy to the Authority), no later than 7 (seven) days after the end of each month, which should set out the following:

(a) extent of progress of construction activities performed by the Concessionaire for the Plant Infrastructure;

(b) comparison of actual progress against the planned progress of construction works, reasons for delay, if any and steps taken by the Concessionaire to mitigate the delay;

(c) details of any accident or hazardous incident at the Project Site and the steps taken by the Concessionaire to mitigate the consequences of such accident or hazardous incident; and

(d) status of rectification of defects and/or deficiencies discovered by the Independent Engineer or the Authority.

The Concessionaire shall promptly give such other relevant information as may be required by the Independent Engineer.

15.2 Inspection

During the Construction Period, the Independent Engineer shall inspect the construction of the Plant Infrastructure at least once a month and make a report of such inspection (the **Inspection Report**) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of Work and Technical Specifications. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within 15 (fifteen) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of the Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

15.3 Tests

(a) For determining that the construction works conform to the Technical Specifications, the Independent Engineer may require the Concessionaire to carry out, or cause to be carried out, tests, in accordance with Good Industry Practice, for quality assurance. The costs incurred on the tests shall be borne solely by the Concessionaire.

(b) If the results of any tests conducted under this Clause 15.3 establish any defects or deficiencies in the construction works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this regard. The Independent Engineer shall have the right to verify such reports and if required, request the Concessionaire to carry out or cause to be carried out tests to determine that such remedial measures have brought the construction works into compliance with the Technical Specifications, and the procedure set forth in this Clause 15.3 shall be repeated until such construction works conform to the Technical Specifications.

15.4 Suspension of Unsafe Construction Works

(a) Upon recommendation of the Independent Engineer to this effect, the Authority may, by notice, require the Concessionaire to suspend forthwith the whole or any part of the construction work if, in the reasonable opinion of the Authority, such work is unsafe and a potential safety hazard.

(b) The Concessionaire shall, pursuant to a notice under this Clause 15.4, suspend all or part of the construction works for such time and in such manner as may be specified by the Authority and carry out remedial measure to secure the safety of the suspended works. The Concessionaire may by notice, require the Independent Engineer to inspect such remedial measures adopted and submit a report to the Authority recommending whether such suspension may be revoked. Upon receiving the recommendations of the Independent Engineer, the Authority shall either revoke such suspension or instruct the Concessionaire to carry out further remedial measures that are necessary, in the reasonable opinion of the Authority, and the procedure set forth in this Clause 15.4 shall be repeated until the suspension is revoked.

15.5 Video Recording

During the Construction Period, the Concessionaire shall provide to the Authority for every quarter, a video recording, which will be compiled into a 3 (three) hour USB drive, covering the status and progress of construction works in that quarter. The first such video recording shall be provided to the Authority within 7 (seven) days of the Effective Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.

ARTICLE 16: COMPLETION CERTIFICATE

16.1 Completion of Works

(a) Completion of Construction

(i) Upon completion of construction of all the works in relation to the Plant Infrastructure, as specified in the Construction Plan, the Project Execution Plan and the DPR, the Concessionaire shall issue a notice to the Authority, with a copy to the Independent Engineer, requiring the Authority to cause the Independent Engineer to inspect the completed works. The purpose of such inspection shall be to determine whether the works have been completed in accordance with the requirements of Clause 14.6.

(ii) If the Independent Engineer is satisfied that the works have been completed in accordance with the requirements of Clause 14.6, then it shall submit a report to the Authority to this effect within 3 (three) days of such inspection and thereafter, the Authority shall issue a Construction Completion Certificate () to the Concessionaire, within 7 (seven) days from the date of the Independent Engineer's report. ("**Construction Completion Certificate**")

(iii) If the Independent Engineer is of the view that the works do not satisfy the requirements of Clause 14.6, then the Independent Engineer shall have the right to provide comments, suggestions and/or instruct the Concessionaire to carry out necessary modifications, to ensure that the works comply with the requirements of Clause 14.6. Upon receipt of such comments, suggestions, or instructions from the Independent Engineer, the Concessionaire shall make necessary modifications to the works to remedy any defects or deficiencies and re-issue a notice to the Authority and the Independent Engineer. The Concessionaire shall bear all costs of remedying the defects and deficiencies in the works and shall not be entitled to any extension of time for remedying such defects or deficiencies. This process shall be repeated until the Independent Engineer is satisfied that the works have been completed in accordance with the requirements of Clause 14.6 and the Authority issues the Construction Completion Certificate in accordance with this Clause 16.1(a).

(iv) If:

(A) the Independent Engineer fails to inspect the completed portion of the works, within 7 (seven) days from the date of receipt of a notice from the Concessionaire under Clause 16.1(a)(i) above;

(B) the Independent Engineer fails to provide any comments or suggestions or notify the Concessionaire of any defects or deficiencies in the works, within 7 (seven) days from the date of inspection of such works; or

(C) the Authority fails to issue the Construction Completion Certificate, within 7 (seven) days from the date of inspection of the works,

then, such delay shall be treated as a Delay Event under Clause 14.7.

(b) Completion of Project Milestones

(i) Upon completion of construction of the works corresponding to a Plant Milestone, as specified in the Construction Plan, the Concessionaire shall issue a notice to the Authority, with a copy to the Independent Engineer, requiring the Authority to cause the Independent Engineer to inspect the completed works covered by the relevant Plant Milestones. The purpose of such inspection shall be to determine whether the works corresponding to the relevant Plant Milestones have been completed in accordance with the requirements of Clause 14.6.

(ii) If the Independent Engineer is satisfied that the works for the relevant Plant Milestone have been completed in accordance with the requirements of Clause 14.6, then it shall submit a report to the Authority to this effect within 3 (three) days of such inspection and thereafter, the Authority shall issue a Milestone Completion Certificate to the Concessionaire for such completed Plant Milestone, within 7 (seven) days from the date of the Independent Engineer's report.

(iii) If the Independent Engineer is of the view that the works for the relevant Plant Milestone do not satisfy the requirements of Clause 14.6, then the Authority shall have the right to provide comments, suggestions and/or instruct the Concessionaire to carry out necessary modifications, to ensure that the works comply with the requirements of Clause 143.6. Upon receipt of such comments, suggestions, or instructions from the Authority, the Concessionaire shall make necessary modifications to the works to remedy any defects or deficiencies and re-issue a notice to the Authority. The Concessionaire shall bear all costs of remedying the defects and deficiencies in the works and shall not be entitled to any extension

of time for remedying such defects or deficiencies. This process shall be repeated until the Authority is satisfied that the works for the relevant Plant Milestone have been completed in accordance with the requirements of Clause 14.6 and the Authority issues a Milestone Completion Certificate in accordance with this Clause 16.1(a).

(iv) If:

(A) the Independent Engineer fails to inspect the completed portion of the works covered by the relevant Plant Milestone, within 7 (seven) days from the date of receipt of a notice from the Concessionaire under Clause 16.1(a)(i) above;

(B) the Independent Engineer fails to provide any comments or suggestions or notify the Concessionaire of any defects or deficiencies in the completed portion of the works covered by the relevant Plant Milestone, within 7 (seven) days from the date of inspection of such completed portion of the works; or

(C) the Authority fails to issue the Milestone Completion Certificate, within 7 (seven) days from the date of inspection of the completed portion of the works covered by the relevant Plant Milestone, then, such delay shall be treated as a Delay Event under Clause 14.7.

(c) Tests on Completion

(i) Upon issuance of the Milestone Completion Certificate for the last Plant Milestone / Construction Completion Certificate by the Authority, the Concessionaire shall proceed to conduct the tests on completion in accordance with this Clause 16.1(b) and the Technical Specifications (the **Tests on Completion**).

(ii) The Concessionaire shall notify the Authority and the Independent Engineer of the date(s) on which the Tests on Completion shall be conducted by the Concessionaire, at least 7 (seven) days prior to such date(s) (the **Tests on Completion Notice**).

(iii) The Concessionaire shall, on the dates specified in the Tests on Completion Notice, carry out the Tests on Completion under the supervision of the Independent Engineer to demonstrate that the Plant Infrastructure have been constructed and installed in accordance with the Technical Specifications.

(iv) If, pursuant to the Tests on Completion, the Independent Engineer identifies any defects or deficiencies in the Plant

Infrastructure, then the Concessionaire shall remedy such defects or deficiencies identified by the Independent Engineer. The Plant Infrastructure shall be tested again upon rectification of such defects or deficiencies. This process shall be repeated until such time that the Tests on Completion demonstrate, to the Independent Engineer's satisfaction, that the Plant Infrastructure have been constructed and installed in accordance with the Technical Specifications. The Concessionaire shall bear all costs of remedying the defects and deficiencies and retesting the Plant Infrastructure and shall not be entitled to any extension of time for remedying such defects or deficiencies or for retesting the Plant Infrastructure.

(v) If the Independent Engineer is satisfied that the Plant Infrastructure have been constructed and installed in accordance with the Technical Specifications, then the Independent Engineer shall issue a notice to the Authority within 7 (seven) that the Plant Infrastructure are ready for Trial Operations (the **Trial Operations Commencement Notice**).

(d) Trial Operations and Acceptance Tests

(i) Subject to Clause 16.1(d) (iv) below, within 7 (seven) days of issuance of the Trial Operations Commencement Notice, the Concessionaire shall commence the Trial Operations of the Plant Facility in accordance with the Technical Specifications, to determine whether the Plant Facility meets the KPIs on a continuous basis and is fit and ready to be placed into commercial operations for handling and processing of Raw Biogas and production of the CBG Output in accordance with this Agreement. The Concessionaire shall undertake the Trial Operations of the Plant Facility, including any cascades and/or pipelines used for the storage and transportation of the CBG Output, for a minimum period of 7 (seven) days from the date on which the Trial Operations of the Plant Facility commence.

(ii) At least 7 (seven) days prior to commencement of the Trial Operations, the Concessionaire shall notify the Authority of the schedule for supply of the quantity of Raw Biogas required by it on a daily basis to undertake the Trial Operations of the Plant Facility. The Authority shall ensure that such quantities of Raw Biogas is delivered to the Concessionaire at the Receipt Point during the Trial Operations to enable the Concessionaire to demonstrate that the Plant Facility meets the Technical Specifications and the KPIs.

(iii) During the Trial Operations, the Independent Engineer shall monitor the performance of the Plant Facility on a regular basis and shall have the right to test the compliance of the Plant Facility

with the KPIs, Technical Specifications, Designs and Drawings, Applicable Laws, the Performance Standards and Applicable Permits.

(iv) Within 7 (seven) days of the issuance of the Milestone Completion Certificate for the last Plant Milestone/ Construction Completion Certificate, the Concessionaire shall prepare and submit to the Independent Engineer, with a copy to the Authority, a schedule of acceptance tests to be carried out for the Plant Facility as a part of the Trial Operations to demonstrate that the Plant Facility is capable of achieving the KPIs (**Acceptance Tests Schedule**).

(v) Within 7 (seven)days from the date of receipt of the Acceptance Tests Schedule under Clause 16.1(c)(v) above, the Independent Engineer or the Authority may request the Concessionaire to vary the date(s) of the acceptance tests and the Concessionaire shall accommodate such request, provided that, such date(s) shall be no later than 7 (seven) days from the date(s) specified in the Acceptance Tests Schedule received from the Concessionaire under Clause 16.1(d)(iv) above.

(vi) The Concessionaire shall, on the dates specified in the Acceptance Tests Schedule, carry out the acceptance tests under the supervision of the Independent Engineer to demonstrate that the Plant Infrastructure are capable of achieving the KPIs and comply with the Technical Specifications.

(vii) If the Independent Engineer is not satisfied with the results of the acceptance tests or inspection, then the Concessionaire shall remedy any defects or deficiencies in the Plant Infrastructure identified by the Independent Engineer or revealed through the acceptance tests. The Plant Infrastructure shall be tested again upon rectification of such defects or deficiencies. This process shall be repeated until such time that the acceptance tests demonstrate that the Plant Facility is capable of achieving the KPIs and the Independent Engineer is satisfied that the Plant Infrastructure have been completed in accordance with Clause 14.6 and are safe and fit for purpose. The Concessionaire shall bear all costs of remedying the defects and deficiencies and retesting the Plant Infrastructure and shall not be entitled to any extension of time for remedying such defects or deficiencies or for retesting the Plant Infrastructure.

(viii) It is clarified that no Liquidated Damages for failure to achieve the KPIs will be payable by the Concessionaire during the Trial Operations period.

(ix) After the expiry of 7 (seven) from the date of commencement of Trial Operations or after successful completion of the acceptance tests, whichever is later, the Concessionaire shall issue a report to the Independent Engineer, with a copy to the Authority, stating that the Trial Operations have been successfully completed, along with details of compliance with the KPIs, performance of various components of the Plant Infrastructure and details of defects identified during the Trial Operations and steps taken by the Concessionaire to rectify such defects.

(x) If, the Independent Engineer is satisfied that the Plant Infrastructure are capable of meeting the KPIs on a consistent basis and are otherwise in compliance with the Technical Specifications, and capable of safe and reliable operations, then, the Independent Engineer shall issue a notice to the Authority recommending the issue of the Acceptance Certificate. The Authority shall issue the Acceptance Certificate within 7 (seven) days of receiving the Independent Engineer's notice.

(xi) If, the Authority or the Independent Engineer believes that the Plant Infrastructure do not comply with the KPIs, or Technical Specifications, then the Authority or the Independent Engineer shall notify the Concessionaire within 7 (seven) days of receiving the Concessionaire's report and the Concessionaire shall rectify any defects identified by the Authority or the Independent Engineer and resubmit a report in accordance with Clause 16.1(c)(x). This process shall continue until the Authority issues an Acceptance Certificate in accordance with Clause 16.1(d)(x) above.

(xii) The Concessionaire will not be entitled to any payment for conducting the Trial Operations and the acceptance tests, which shall be carried out solely at the cost and risk of the Concessionaire.

ARTICLE 17: ENTRY INTO COMMERCIAL SERVICE

17.1 Commercial Operations Date

(a) The Concessionaire shall, upon satisfaction of the conditions set out in this Clause 17.1(a) below, issue a notice to the Authority, with a copy to the Independent Engineer, requesting the Authority to issue the COD Certificate (**COD Conditions Completion Notice**). The Authority shall issue the COD Certificate, with a copy to the Independent Engineer, to the Concessionaire, within 7 (seven) days from the date of receipt of the COD Conditions Completion Notice, subject to fulfilment of the conditions set out below:

(i) the Authority having issued (or deemed to have issued) the Acceptance Certificate;

(ii) the Concessionaire having obtained all Applicable Permits necessary for operation of the Plant Facility (including but not limited to all approvals for the safety, installation and energization of any electrical equipment and the consent to operate from the relevant Government Authorities);

(iii) the Concessionaire having obtained adequate insurance for the Plant Infrastructure in accordance with Article 25;

(iv) the Concessionaire having paid, or the Authority having fully recovered any Delay Liquidated Damages due and payable to Authority in accordance with Clause 14.8;

(v) the Concessionaire having submitted to the Authority the Scheduled Maintenance Programme for the first-year post COD; and

(vi) the Concessionaire having submitted the O&M Security to the Authority.

(b) If the Authority fails to issue the COD Certificate to the Concessionaire within 15 (fifteen) days from the date of the issue of the COD Conditions Completion Notice, without reason, then the COD Certificate shall be deemed to be issued on the 16th (sixteenth) day from the date of the COD Conditions Completion Notice.

(c) The date on which the COD Certificate is issued (or deemed to be issued) to the Concessionaire shall be the COD of the Plant Infrastructure.

(d) Within 60 (sixty) days from the COD of the Plant Infrastructure, the Concessionaire shall: (i) notify the Authority of the actual capital cost of

the Project; and (ii) provide 4 (four) hard copies and 1 (one) soft copy on a USB drive, of the complete set of "as-built" drawings for the Plant Infrastructure to the Authority.

ARTICLE 18: OPERATIONS AND MAINTENANCE PERIOD

18.1 Commencement and Duration

The period for the operation and maintenance of the Plant Infrastructure shall commence on and from the COD of each of the Plant Facility and shall continue until the expiry of the Concession Period, unless terminated earlier in accordance with Article 28.

18.2 O&M Plan

(a) At least 15 (fifteen) days prior to the Scheduled COD, the Concessionaire shall prepare and submit a detailed O&M Plan for the Plant Infrastructure based on the Proposed Technology and in accordance with the Technical Specifications, EMP, OHS Plan, Applicable Laws, the Performance Standards and Applicable Permits. The O&M Plan shall specify the operation procedures and maintenance procedures (separately for each component of the Plant Infrastructure). If there are any errors or deficiencies in the Technical Specifications, the O&M Plan shall take into account, address or rectify such errors or deficiencies.

(b) The Authority and the Independent Engineer shall review and provide comments, if any, on the draft O&M Plan to the Concessionaire, or notify the Concessionaire of their approval of the draft O&M Plan, within 15 (fifteen) days from the date of receipt of the draft O&M Plan from the Concessionaire. The Authority may require the Concessionaire to amend or modify the draft O&M Plan if the Authority or the Independent Engineer identify any deficiencies, inaccuracies or shortcomings in the draft O&M Plan. If the Concessionaire receives any comments, suggestions or instructions to modify the draft O&M Plan from the Authority or the Independent Engineer, then the Concessionaire shall modify the draft O&M Plan to correct any shortcomings, inaccuracies or deficiencies identified by the Authority or the Independent Engineer and/or address, in writing, the Authority’s and/or the Independent Engineer's comments on the draft O&M Plan and submit the revised O&M Plan to the Authority and the Independent Engineer for their approval. The process set out in this Clause 18.2(b) shall continue until the O&M Plan is approved by the Authority and the Independent Engineer in accordance with this Clause 18.2(b). Provided that, if the Authority or the Independent Engineer fail to approve the O&M Plan at least 7 (seven)days prior to the Scheduled COD, then the delay in approval of the O&M Plan shall not prevent the Concessionaire from obtaining the COD Certificate and commencing commercial operations in accordance with Clause 17.1. Provided further that, if the Authority or Independent Engineer revert with comments, modifications or suggestions on the draft O&M Plan after the COD, the Concessionaire shall be required to respond to or incorporate such

modifications in accordance with this Clause 18.2(c), and any additional costs incurred by the Concessionaire in accepting such modifications shall be to the Authority's account. The Concessionaire shall submit 5 (five) hard copies and 2 (two) soft copy on a USB drive of the approved O&M Plan to the Authority.

(c) The Concessionaire shall revise the O&M Plan as and when the Concessionaire thinks it necessary to do so and in such case the provisions of Clause 18.2 (b) will apply as is to the approval of the revised plan.

(d) The Concessionaire shall undertake the O&M of the Plant Infrastructure strictly in accordance with the approved O&M Plan (or where the O&M Plan has not been approved prior to the COD, in accordance with the draft O&M Plan submitted to the Authority until the O&M Plan is approved). The Concessionaire shall not deviate from or make any amendment to the approved O&M Plan without the prior written approval of the Authority.

(e) Notwithstanding any approval of the O&M Plan by the Authority, the Concessionaire shall bear all risk, responsibility and liability for the suitability, accuracy, adequacy and practicality of the O&M Plan. Subject to Clause 18.2(b), the Concessionaire shall not be entitled to any extension of time and/or costs incurred in the preparation of or updating the O&M Plan and complying with the requirements of this Clause 18.2.

18.3 Concessionaire’s rights and obligations during the O&M Period

(a) The Concessionaire shall operate and maintain the Plant Infrastructure in a manner that:

(i) results in the Plant Infrastructure achieving the KPIs;

(ii) is compliant with the O&M Standards, Applicable Law, the Performance Standards and the terms of Applicable Permits;

(iii) ensures the Plant Infrastructure are capable of handling and processing Raw Biogas up to its Design Capacity on a daily basis;

(iv) is safe and reliable, subject to normal wear and tear of the Plant Infrastructure;

(v) ensures that there is no damage to or deterioration of the environment resulting from the operation of the Plant Infrastructure;

(vi) ensures that any CBG Output from the operations of the Plant

Infrastructure do not mix with and pollute any ambient air and cause air pollutions in any manner;

(vii) ensures that any waste or effluent generated from the operations of the Plant Infrastructure do not mix with and pollute air, surface water, ground water, stream, pond, or other water body/source;

(viii) ensures that any impurities such as moisture, CO2, H2S arising from the operations of the Plant Infrastructure do not cause any pollution in any manner;

(ix) ensures that there is no leakage from the operations of the Plant Infrastructure which could endanger the environment, persons or property at or about the Project Site;

(x) ensures that the Plant Infrastructure comply with all emission control and effluent discharge norms specified under Applicable Law, failing which the Concessionaire shall be liable to pay any penalties and/or fines levied by any Government Authority under Applicable Law;

(xi) is in compliance with the Applicable Laws in relation to the production and delivery of the CBG Output as communicated by the Authority in accordance with this Agreement;

(xii) ensures that the CBG Output meets the IS 16087: 2016 Standard at a minimum, or such higher standard as may be prescribed under the Offtake Agreement;

(xiii) maintains the safety and security of personnel, material and property at the Project Site, in accordance with the approved EMP, OHS Plan, Applicable Laws, the Performance Standards and Applicable Permits;

(xiv) is in compliance with the technology license agreement(s) executed by the Concessionaire for the technology, processes, know-how and systems used or incorporated into the Plant Infrastructure; and

(xv) ensures that all waste materials and hazardous substances are stored and/or disposed in accordance with the EMP, OHS Plan, Applicable Laws, the Performance Standards and Applicable Permits.

(xvi) ensure that the Concessionaire makes timely Processing Fee payments, Concessionaire Payments, Concession Fees, revenue from sale of By-products and any amount due to the Authority in accordance with this Agreement.

(b) During the O&M Period, the Concessionaire shall:

(i) ensure that it reasonably considers and acts upon the comments/suggestions made by the Authority and the Independent Engineer during any meetings of the Concessionaire with its Subcontractors;

(ii) provide the Authority and the Independent Engineer with reasonable access to the Project Site during office hours to monitor and inspect the Plant Infrastructure;

(iii) ensure that all equipment, machinery, tools and other resources required to undertake the O&M of the Plant Infrastructure are arranged for and take all reasonable measures to ensure that the transportation of any of the Concessionaire's personnel or equipment, to or from the Project Site, does not unreasonably hinder or cause excess interference with local traffic in the vicinity of the Project Site;

(iv) install meters required for measuring the total volume of Raw Biogas received from the Authority and the total volume of CBG produced by the Plant Facility, ensure that the meters installed are calibrated once every month during the O&M Period in accordance with Good Industry Practices and the Technical Specifications and bear all costs for installation, testing, calibration, maintenance, renewal and repair of meters installed;

(v) develop and implement a safety and surveillance programme for the Plant Infrastructure and adopt appropriate measures and safeguards for the security of the environment, life, and property at the Project Site.

18.4 Delivery of Raw Biogas

From the COD and until the expiry of the Concession Period or early termination of this Agreement, the Authority shall, or shall cause its STP Contractors to, deliver Raw Biogas to the Concessionaire for processing at the Plant Facility, in accordance with the delivery schedule notified by the Authority to the Concessionaire.

18.5 Measurement, Inspection, and Acceptance of Raw Biogas

As part of the Associated Infrastructure, the Concessionaire shall provide gas meters and chromatographs in accordance with the Technical Specifications, to measure the Raw Biogas delivered by the Authority (or any STP Contractors on behalf of the Authority) at the Receipt Point. The Receipt Point shall be equipped with adequate facilities for video surveillance, a server room, electronic display unit, and the meters and chromatographs shall be duly calibrated as per BIS norms and duly certified by the Weights and Measures Department.

18.6 Sale of CBG Output and By-Products

(a) Sale of CBG Output

(i) The Concessionaire shall store and sell the CBG Output to the Offtaker.

(ii) The Concessionaire shall buy the Raw Biogas, at the Processing Fee quoted by the Selected Bidder in its Financial Proposal.

(iii) The Concessionaire shall under this Agreement sell CBG Output to the open market agreed between the Concessionaire and the Offtaker.

(iv) The Concessionaire shall be responsible for the transportation and delivery of the CBG Output to the Offtaker at its own cost, including for the cost of cascades/ transportation/ laying pipelines for CBG Output.

(v) The Concessionaire shall ensure that infrastructure / pipelines for the transport of the CBG Output, are deployed and maintained in good working condition and designed, operated and maintained in a manner which poses no risk of harm or damage to the environment, life or property in the course of transportation to the relevant offtake point.

(vi) The Concessionaire shall maintain records and submit reports to the Authority of the quantum of the Raw Biogas received and CBG Output delivered on a weekly and daily basis. The Independent Engineer shall have the right to, at any time during the O&M Period, inspect the records maintained by the Concessionaire in order to verify the quantum of Raw Biogas received and CBG Output delivered to the Offtaker.

(vii) The Concessionaire shall be required to maximize revenue streams from the sale of CBG Output to achieve financial viability. Provided that if the returns from the sale exceed the threshold of equity internal rate of return beyond what was agreed between the Concessionaire and the Authority, based on the Concessionaire's Financial Model, the incremental profits shall be shared with the Authority on a 50:50 basis (**Super Normal Profit Sharing**).

(b) Sale of By-Products

(i) The Concessionaire shall, as a part of the Associated Infrastructure, create an area of storage at the Project Site for the By-Products.

(ii) The By-Products shall be handled safely and stored by the Concessionaire in accordance with the EMP, OHS Plan, Applicable Laws, the Performance Standards and Applicable Permits.

(iii) The Concessionaire shall maintain records and submit reports to the Authority of the quantum of By-Products generated from the Plant Infrastructure recovered on a weekly basis. The Independent Engineer shall have the right to, at any time during the O&M Period, inspect the records maintained by the Concessionaire in order to verify the quantum of By-Products generated.

(iv) The ownership of the By-Products shall vest in the Authority.

(v) Subject to compliance with Applicable Law and Applicable Permits, the Concessionaire shall, with the prior written approval of the Authority, sell the By-Products at such price to such Persons as it may deem fit.

Provided that, when the Concessionaire sells any By-Products to a third party, the Concessionaire shall be required to pay the Authority 50% (fifty percent) of the gross revenue received from such sales (**Authority's By-Product Revenue**). The Concessionaire shall not be entitled to sell any By-Products unless:

(a) The Authority has granted its prior written approval for such sale; and

(b) The Independent Engineer has, prior to such sales, caried out inspections and certified the quantum of By-Products proposed to be sold.

(vi) The Concessionaire shall be required to maximize revenue streams from the sale of By-Products to achieve financial viability. Provided that if the returns from the sale exceed the threshold of equity internal rate of return beyond what was agreed between the Concessionaire and the Authority, based on the Concessionaire's Financial M odel, the incremental profits shall be shared with the Authority on a 50:50 basis (**Super Normal Profit Sharing**).

Details of By-Products are given under **Schedule Q.**

18.7 Utilities

(a) The Concessionaire shall maintain at its cost, all utilities necessary for undertaking the O&M of the Plant Infrastructure, including all power connections, lighting facilities, telephone connections, internet connections, etc. at the Project Site, provided that, the Authority shall

ensure that any physical infrastructure required to enable the supply of electricity and water to the Project Site is made available at the battery limit of the Project Site.

(b) The Concessionaire shall be responsible for arranging for adequate supply of water for use in the operation of the Plant Facility during the O&M Period, provided that the Authority shall provide reasonable assistance to the Concessionaire in obtaining water supply for the Plant Facility. The charges for any water supplied to the Concessionaire for utilization at the Plant Facility shall be as per the tariff to be notified by the Authority and the Concessionaire shall be responsible to pay all such charges directly to the Authority.

(c) The Concessionaire shall be responsible for arranging for adequate supply of power for use in the operation of the Plant Facility during the O&M Period, provided that the Authority shall provide reasonable assistance to the Concessionaire in obtaining the power supply for the Plant Facility. The charges for any power supplied to the Concessionaire for utilization at the Plant Facility shall be as per the tariff to be notified by BESCOM and the Concessionaire shall be responsible to pay all such charges directly to the Authority. In case the Concessionaire draws electricity from meters installed by the Authority, the Concessionaire shall reimburse the Authority for all electricity consumed at a rate notified time to time by the Authority (currently INR 6.25 per kWh).

(d) Notwithstanding anything contained in this Clause 18.7, if the corresponding water or power supplier fails to supply adequate quantities of water or power to the Concessionaire for the operation of the Plant Facility other than due to reasons attributable to the Concessionaire, the Concessionaire shall be responsible for arranging an alternate source of water or power (as applicable) in order to ensure the continuous operations of the Plant Facility and the Concessionaire shall not be entitled to claim any additional costs in such cases from the Authority.

18.8 Design Capacity Utilization

During each day of the O&M Period, the Concessionaire shall ensure that the Plant Facility can accept and process Raw Biogas up to its Design Capacity.

18.9 O&M Standards and Maintenance and Repair of the Plant Infrastructure

(a) During the O&M Period, the Concessionaire shall operate and maintain the Plant Infrastructure and repair any damage to the Plant Infrastructure by itself, such that:

(i) the Plant Infrastructure shall be operated and maintained in accordance with the O&M Plan, Scheduled Maintenance Programme, Applicable Laws, Applicable Permits, Good Industry Practice, the recommendations of the technology providers and the

maintenance standards provided by the original equipment manufacturers;

(ii) the Plant Infrastructure and all equipment, components and parts are in good working condition (subject only to wear and tear and Force Majeure);

(iii) the Plant Infrastructure are capable of achieving their useful economic life in accordance with the Designs and Drawings;

(iv) any equipment, components or parts of the Plant Infrastructure, including the Weighbridges, digesters etc., that are damaged or worn out or, in the Concessionaire's judgement, no longer practicable to repair as a result of normal wear and tear shall be replaced by the Concessionaire at its cost;

(v) the Plant Infrastructure shall be subject to Scheduled Maintenance in accordance with the Scheduled Maintenance Programme; and

(vi) the Plant Infrastructure shall be capable of meeting the KPIs, (the **O&M Standards**).

(b) For the first year of the O&M Period, the Concessionaire shall, at least 1 (one) month before the Scheduled COD, submit to the Authority its scheduled maintenance programme for the Plant Facility, specifying the Scheduled Maintenance periods for the Plant Facility and the impact of such Scheduled Maintenance periods on the Availability of the Plant Facility (**Scheduled Maintenance Programme**). For every subsequent year of the O&M Period, the Concessionaire shall submit the Scheduled Maintenance Programme, at least 30 (thirty)days prior to the beginning of the relevant year. The Scheduled Maintenance Programme for the first year will cover the period from the COD until the end of the calendar year in which the COD occurs.

(c) Within 15 (fifteen) days of receipt of the Scheduled Maintenance Programme, the Authority shall notify the Concessionaire of its approval of such schedule.

(d) If the Authority does not accept any one or more of the requested Scheduled Maintenance periods or its impact on the availability of the Plant Facility to accept and process the Raw Biogas, the Authority shall advise the Concessionaire within 15 (fifteen) days of the receipt of the Scheduled Maintenance Programme on when any Scheduled Maintenance can be rescheduled or how its impact on the availability of the Plant Facility may be minimised. The rescheduled time shall be as close as reasonably practicable to the requested time and shall be of equal duration as the requested period. If the Authority fails to object to any Scheduled Maintenance within the specified time period or fails to advise the Concessionaire of a substitute time, the Concessionaire may schedule the Scheduled Maintenance for such duration and at such time as initially requested.

Notwithstanding the finalization of the Scheduled Maintenance Programme pursuant to this Clause 18.9, the Concessionaire may request a rescheduling of any Scheduled Maintenance upon 60 (sixty) days' prior written notice to the Authority. The Authority shall respond to such request within 10 (ten) days and shall not unreasonably withhold its permission for such re-scheduling.

(e) Within 5 (five) days of any re-scheduling of a Scheduled Maintenance in accordance with Clause 18.9(d) above, the Concessionaire shall provide to the Authority, the amended Scheduled Maintenance Programme, which shall then be the "Scheduled Maintenance Programme".

(f) If at any time during the O&M Period, the Plant Facility is damaged by a Minor Casualty, the Concessionaire shall, with reasonable diligence, proceed to process the claim with insurance providers and repair, replace, and restore the damaged portion of the Plant Facility to the same condition that it was in before the occurrence of such Minor Casualty. To the extent available, insurance proceeds shall be applied to such repair, replacement or restoration.

(g) If at any time during the O&M Period, the Plant Facility is damaged by a Total Casualty, then this Agreement shall be terminable at the option of the Concessionaire. If the Concessionaire elects to terminate the Agreement, then the consequences set out at Clause 26.7 will follow. If, however, the Concessionaire elects not to terminate the Agreement, then the Concessionaire shall repair, replace and restore the damaged Plant Facility to the same condition that it was in before the occurrence of such Total Casualty. To the extent available, insurance proceeds shall be applied to such repair, replacement or restoration.

18.10 O&M Personnel

(a) The Concessionaire shall engage (either directly or through an approved Subcontractor) adequate number of suitably skilled and qualified personnel to undertake the O&M of the Plant Infrastructure in accordance with the requirements set out in this Article 18.

(b) The Concessionaire shall be solely responsible for discharging all obligations in connection with the employment of the O&M personnel, including the payment of wages, salaries, Taxes, and retrenchment compensation and providing all amenities and benefits required under applicable labour laws.

(c) Subject to compliance with the Applicable Laws and the Performance Standards, the Concessionaire shall have full freedom to determine its internal human resources (HR) policies, including, the wages, benefits and salary structure of its employees, the conditions of service, the shifts of work, its hire and fire policy (whether for misconduct or other cause), and payment of severance or retrenchment compensation.

(d) The Authority is not and shall not be treated as the "principal employer" of or be deemed to have any contractual or other relationship with the O&M personnel. The Concessionaire shall hold harmless and indemnify the Authority against all losses, claims, costs and damages that the Authority may suffer due to the Concessionaire's or any of its Subcontractor's failure to comply with applicable labour laws.

18.11 Collaboration with STP Contractors for Enhancement of Raw Biogas

(a) The Concessionaire may collaborate with the STP Contractors for the purpose of improving the quality, consistency, and/or quantity of the Raw Biogas supplied to the Concessionaire under this Agreement. This collaboration may include technical, operational, or process-level interventions at the STP level. Such collaboration may encompass, without limitation:

(i) optimization of the digestion processes;

(ii) introduction of pre-treatment or co-digestion methods;

(iii) upgradation of gas capture, storage, or transfer systems; and

(iv) joint monitoring and data-sharing protocols to improve gas yield and quality.

(b) All costs, investments, and expenditures incurred by the Concessionaire in relation to such discretionary collaboration shall be fully borne by the Concessionaire, and the Authority shall not bear any such additional costs, nor such costs shall impact the Processing Fee payable to the Concessionaire.

(c) Notwithstanding anything contrary in this Clause 18.11, the Concessionaire shall ensure that its collaboration with STP Contractors does not interfere with the core operations, regulatory compliance, or service obligations of the STP Contractors. All such engagements shall be in accordance with applicable environmental, safety, and such other regulations as applicable.

(d) The Concessionaire shall maintain transparent records of all such collaborative activities and shall, upon request, furnish periodic reports to the Authority detailing the nature of interventions, outcomes achieved, and any operational implications.

(e) This clause shall not be construed as a waiver or dilution of the Concessionaire's obligations under this Agreement. The Concessionaire shall remain solely responsible for meeting its performance obligations, irrespective of the outcomes of such collaborations.

ARTICLE 19: SAFETY REQUIREMENTS

19.1 Safety Requirements

The Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the Plant Infrastructure, and shall comply with the safety requirements set out in this Article 19 and Schedule O (the **Safety Requirements**).

19.2 Guiding Principles

(a) The Safety Requirements aim at minimising threat of injuries, loss of human life and damage to property resulting from accidents on, or in relation to the construction, operation and maintenance of the Plant Infrastructure, irrespective of the person(s) at fault.

(b) The Safety Requirements shall apply to all phases of construction, operation and maintenance of the Plant Infrastructure with emphasis on identification of factors associated with accidents, consideration of the same and implementation of appropriate remedial measures.

19.3 Obligations of the Concessionaire

(a) The Concessionaire shall abide by the following to ensure safety of Plant Infrastructure, human life and property:

(i) instructions issued by the Authority;

(ii) Applicable Laws, the Performance Standards and Applicable Permits;

(iii) provisions of this Agreement;

(iv) relevant standards/guidelines contained in internationally accepted codes; and

(v) Good Industry Practice.

(b) The Concessionaire shall impart safety training to its employees and shall at all times be responsible for observance of safety procedures by the Concessionaire Related Parties.

(c) The Concessionaire shall be responsible for undertaking all the measures under its control to ensure the safety and security of the Plant Infrastructure.

(d) The Concessionaire agrees that the Authority shall be entitled to inspect the Plant Infrastructure to verify adherence to Safety Requirements and the Concessionaire shall be obliged to facilitate such inspection and implement the corrective measures identified in such

inspection.

19.4 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire to the extent such costs and expenses form part of the works and services included in the Scope of Work.

ARTICLE 20: MONITORING OF OPERATION AND MAINTENANCE

20.1 Monitoring and Reporting

(a) Environmental Monitoring

(i) The Concessionaire shall operate the Plant Infrastructure and process the Raw Biogas at the Plant Facility strictly in accordance with the O&M Plan, EMP, OHS Plan, other Applicable Laws, the Performance Standards and Applicable Permits and in a manner that causes no damage to the environment, including any air pollution, odours, pests, insects, litter, soil or ground water contamination.

(ii) The Concessionaire shall ensure that any effluent discharge from the Plant Infrastructure shall be treated in accordance with Applicable Laws, the Performance Standards and Applicable Permits prior to the discharge of the effluent. If an incident occurs at the Project Site, as result of which there is any untreated effluent discharged on the Project Site or Adjoining Property, the Concessionaire shall ensure proper collection, clean-up and disposal of any such untreated effluent discharged in accordance with the EMP and O&M Plan.

(iii) The Concessionaire shall carry out continuous environmental monitoring of the Plant Facility in accordance with the EMP, O&M Plan, Applicable Laws and the Performance Standards. The monitoring schedule and parameters will be set out in the EMP.

(iv) For the purposes of the continuous environmental monitoring of the Plant Facility, the Concessionaire shall install and maintain an online monitoring system as part of the Plant Infrastructure, in accordance with the Technical Specifications, the Performance Standards and Applicable Laws to monitor compliance with the KPIs.

(b) Records and Reporting Requirements

The Concessionaire shall deliver to the Authority, with a copy to the Independent Engineer the following within the specified timelines:

(i) no later than 7 (seven) days after the close of each month, a monthly report stating in reasonable detail the condition of the Plant Infrastructure including its compliance or otherwise with the O&M Plan, O&M Standards, EMP and the OHS Plan and identify and state in reasonable detail the defects and deficiencies that require rectification., and shall give such other relevant information as may be required by the Independent Engineer;

(ii) reports relating to any activity, incident or circumstance that threatens or may threaten public health, safety, the environment or the safety and security of the Project Site or the Plant Infrastructure or any Adjoining Property, and any action taken to mitigate the effect of such incident as soon as reasonably practicable but no later than 12 (twelve) hours after the occurrence of such event or circumstance;

(iii) reports on any critical breakdowns or failures in the Plant Infrastructure, including any of the Weighbridges, within 12 (twelve) hours of such occurrence;

(iv) reports on accidents or other incidents in relation to the O&M personnel or any third party, including any non-compliance with the EMP or the OHS Plan, along with the actions taken to minimize recurrence, within 72 (seventy-two) hours of such occurrence;

(v) daily report on the volume of Raw Biogas received and CBG Output produced from the Plant Facility, at the end of each day (i.e., on or before 2000 hours every day);

(vi) monthly report compiling the data collected from the environmental monitoring system, on or before the 7th (seventh) day of the following month;

(vii) monthly report on compliance with the KPIs, details of any additional revenues, and details of any Emergency during the relevant month, on or before the 7th (seventh) day of the following month. The monthly progress report must be certified by the Independent Engineer before it is submitted to the Authority;

(viii) copies of any reports, notices or responses submitted for compliance/non-compliance with Applicable Laws, the terms of this Agreement or Applicable Permits, within 2 (two) days of receipt of such notice from or submission of replies to the relevant Government Authority; and

(ix) reports on any material litigation, to which the Concessionaire is a party, and any adverse orders or judgments passed by any Government Authority that affects or is likely to affect the performance of the O&M services, as soon as reasonably possible after the occurrence of any such event.

20.2 Inspection

The Independent Engineer shall inspect the Plant Infrastructure at least once a month. It shall make a report of such inspection (the **O&M Inspection Report**) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the O&M Plan, O&M Standards, KPIs, EMP and the OHS Plan, and send a copy thereof to the Authority and the Concessionaire within 7 (seven)days of such inspection.

20.3 Tests

For determining that the Plant Infrastructure conforms to the O&M Plan and the O&M Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Engineer and furnish the results of such tests to the Independent Engineer. The costs incurred on the Tests shall be borne solely by the Concessionaire.

20.4 Remedial Measures

(a) The Concessionaire shall repair or rectify the defects or deficiencies, if any, set out in the O&M Inspection Report or in the test results referred to in Clause 20.3 and furnish a report to the Independent Engineer and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or the test results, as the case may be.

(b) The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine if such remedial measures have brought the Plant Infrastructure into compliance with the O&M Plan and the O&M Standards and the procedure set forth in this Clause 20.4 shall be repeated until the Plant Infrastructure conforms to the O&M Plan and the O&M Standards.

(c) If after the COD, the Concessionaire ceases to operate the Plant Facility for a period of 72 (seventy two) consecutive hours other than due to a Forced Unavailability, Scheduled Maintenance, or a suspension pursuant to Clause 27.1 or Clause 27.2, which is not attributable to the Concessionaire, without the prior written consent of the Authority, then the Authority shall be entitled to step-in and undertake the O&M of the Plant Facility until the Concessionaire demonstrates to the satisfaction of the Authority that it can and will resume normal operation and maintenance of the Plant Facility. The exercise of the Authority’s rights under this Clause 20.4 shall be at the cost, risk and expense of the Concessionaire.

ARTICLE 21: KEY PERFORMANCE INDICATORS

21.1 Key Performance Indicators

(a) The CBG Output supplied by Concessionaire shall meet the specified quality norms as applicable, as per IS 16087:2016, as may be amended from time to time.

(b) Availability Guarantee

(i) The Concessionaire shall ensure that the Availability of the Plant Infrastructure for each month during the O&M Period shall be 95% (ninety-five per cent) (the **Availability Guarantee**).

The '**Availability**' of the Plant Infrastructure will be determined as a ratio of CBG Output measured in MMBTU processed and supplied by the Concessionaire to the total input Raw Biogas measured in MMBTU, supplied by the Authority in a month, and the term '**Available'** shall be construed accordingly.

(ii) In computing the Availability of the Plant Infrastructure, the Concessionaire agrees that the Plant Infrastructure will be deemed to be Available at all times, other than during the period of:

(A) an unscheduled outage affecting the Plant Infrastructure;

(B) suspension of the O&M services for the Plant Infrastructure, for reasons attributable to the Concessionaire (in accordance with Clause 27.1 and 27.2); or

(C) an Emergency affecting the Plant Infrastructure, attributable to the Concessionaire, during which the Plant Infrastructure will be deemed to be not Available.

(iii) Notwithstanding anything contained in this Agreement, the Plant Infrastructure will be deemed to be Available in case of the following:

(A) a Forced Unavailability; or

(B) an Emergency affecting the Plant Infrastructure, which is not attributable to the Concessionaire.

(iv) If the Concessionaire is unable to achieve the Availability Guarantee in any month during the O&M Period, then the Concessionaire shall be liable to pay to Authority for Availability Liquidated Damages from O&M Security in accordance with Article 9, calculated in accordance with the formula set out below:

ALD = (Availability Shortfall %) × (Monthly Payment)

- **Availability Shortfall %** = % by which the plant's availability falls below the guaranteed threshold (95%).

- **Monthly Availability Payment** = The monthly payment due to the Authority, computed based on the Processing Fee.

(v) Provided that, the Concessionaire shall not be liable to pay any Availability Liquidated Damages during the Trial Operations period.

(vi) The Availability Liquidated Damages payable by the Concessionaire for its failure to achieve the Availability Guarantee, if any, shall accrue on a monthly basis during the O&M Period and will be payable by the Concessionaire from the O&M Security within 7 (seven) days from the end of the month in which the Concessionaire has failed to achieve the Availability Guarantee.

(c) The Parties acknowledge that the Liquidated Damages are a genuine pre-estimation of and reasonable compensation for the damage that may be caused and losses that the Authority may suffer due to the Concessionaire's failure to comply with the KPIs and not as penalty. The payment of Liquidated Damages will not absolve the Concessionaire from any other liability under Applicable Law, including any tortious liability, for causing any environmental pollution or health hazard due to its failure to comply with the KPIs and/or Applicable Laws.

(d) Within 7 (seven) days from the end of each quarter, the Concessionaire shall be required to provide a report on compliance of the Plant Facility with the KPIs, which should indicate the periods during which the Plant Facility did not meet the KPIs and the reasons for such failure. The Independent Engineer shall be required to certify each such report before it is provided to Authority. Such certified report on compliance with KPIs shall be referred to as the **KPI Adherence Report.**

PART IV – FINANCIAL COVENANTS

ARTICLE 22: PROCESSING FEE

22.1 Processing Fee

(a) The Concessionaire agrees to pay to the Authority per MMBTU on the basis of Raw Biogas **(Processing Fee)** accepted by the Concessionaire at the Receipt Point in a month. For this purpose, the Processing Fee shall be calculated at the below rate:

Concession Period	**Year 1- Year 20**
Rate	Rate Quoted by the Selected Bidder in its Financial Proposal

(b) The Concessionaire shall, on the 5th (fifth) day of every month after the COD, or in case the 5th (fifth) day of a month is a holiday, then on the following working day of such month, submit to the Authority a statement (**Processing Fee Statement**) setting out the Raw Biogas delivered by the Authority during the preceding month separately for each Plant Facility certified by the Independent Engineer.

(c) The Processing Fee Statement shall set out the total amounts payable by the Concessionaire to the Authority regarding the Processing Fee.

(d) Within 10 (Ten) days of receipt of an Invoice from the Authority issued on the basis of the Processing Fee Statement, the Concessionaire shall verify and certify the amounts due and payable by the Concessionaire, and either;

(i) approve the Invoice and issue a Payment Certificate to the Escrow Bank (with a copy to the Authority), conveying its approval for the release of the amount specified in the Invoice, less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws; or

(ii) issue a notice to the Authority within 2 (Two) days disputing the Invoice and directing the Authority to issue a revised Invoice. If the Concessionaire disputes only part of the Invoice, the Concessionaire shall issue a certificate to the Escrow Bank (with a copy to the Authority), conveying its approval for the release of the undisputed amount specified in the Invoice less any necessary deductions or adjustments in accordance with this Agreement and/or Applicable Laws.

(e) The Authority shall submit a revised Invoice to the Concessionaire within 7 (seven) days after rectifying the errors or discrepancies identified by the Concessionaire, if any.

(f) Any dispute between the Parties in relation to a disputed Invoice will be settled in accordance with Article 35.

(g) A certificate issued by the Concessionaire to the Escrow Bank with a copy to the Authority, in accordance with Clause 22.1 (d) shall be referred to as a Payment Certificate.

(h) If, within 45 (forty five) days from the date of receipt of an Invoice, the Concessionaire does not dispute an Invoice or in absence of a Payment Certificate issued by the Concessionaire to the Escrow Bank, then the Invoice shall be deemed to have been accepted by the Concessionaire, and the Authority shall have the right to issue instructions to the Escrow Bank (with a copy to the Concessionaire) to release the amounts specified in the Invoice, immediately upon such deemed acceptance.

(i) Immediately upon receipt of a Payment Certificate from the Concessionaire under Clause 22.1 (d), or in case of deemed acceptance under Clause 22.1 (h), the Escrow Bank shall release the amount specified in the Payment Certificate, or, if no Payment Certificate has been issued, then the amount specified in the relevant Invoice shall be released in accordance with this Agreement.

22.2 Taxes

(a) The Concessionaire Payments are inclusive of all Taxes.

(b) The Concessionaire may deduct from the Processing Fee and Concessionaire Payments and any other amounts due to the Authority, any tax or withholding tax that is required to be deducted at source according to Applicable Law.

(c) The Concessionaire shall be responsible for payment of all applicable Taxes, including all procedural compliances related to the payment of Taxes pursuant to this Agreement, and shall be solely responsible for any proceedings initiated by any Government Authority, in respect of any non-payment or short payment of Taxes.

(d) The Concessionaire shall be responsible for payment of all applicable royalties on any fine and coarse aggregate, core sand, fine sand, grit and any other minerals extracted and/or used by the Concessionaire for the construction of the Plant Infrastructure and furnish proof of payment of such royalties to the Authority.

(e) Upon a request from the Concessionaire, the Authority will provide all relevant certificates and information to enable the Concessionaire to obtain any Tax exemptions available in relation to the Project. It is clarified that the Authority shall not be responsible in any manner for ensuring that any applicable Tax exemptions are available to the Concessionaire.

(f) The Concessionaire shall indemnify the Authority from and against

any cost or liability that may arise due to the Concessionaire's failure to pay all applicable Taxes, in connection with the Project.

(g) Any Taxes payable in relation to the Project Site shall be borne by the Authority.

22.3 Right of Set-Off

The Authority may retain or set off any amount owed to it by the Concessionaire under this Agreement, which has fallen due and payable against any amount due to the Concessionaire under this Agreement. The Authority shall notify the Concessionaire at the time it exercises its right to set-off and shall provide the Concessionaire its reasons for exercising such right to set-off.

22.4 Concession Fee

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of concession fee (the "**Concession Fee**") a sum of Re. 1 (Rupee one) per annum, which shall be due and payable by the Concessionaire within (1 month) of start of each year.

ARTICLE 23: ACCOUNTS AND AUDIT

1.1. Audited Accounts

(a) The Concessionaire shall maintain books of accounts recording all its receipts (including revenue from sale of the CBG Output and other revenues derived/collected by it from or on account of the Project Facilities and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits.

(b) The Concessionaire shall provide [2 (two)] copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within [180 (one hundred and eighty)] days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by the Parties under this Agreement, to the extent required. The Authority shall have the right to inspect the records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by the Parties under this Agreement.

(c) The Concessionaire shall, within [45 (forty-five)] days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

1.2. Appointment of Auditors

(a) The Concessionaire shall appoint and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of [10 (ten)] reputable firms of chartered accountants (the **Panel of Chartered Accountants**). All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

(b) The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of [45 (forty-five)] days to the Authority, subject to the replacement Statutory Auditors being appointed from the Panel of Chartered Accountants.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm from the Panel of Chartered Accountants to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

1.3. Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors.

ARTICLE 24: ESCROW ACCOUNT

24.1 Escrow Account

Prior to the Effective Date, the Concessionaire, the Authority and the Escrow Bank shall enter into the Escrow Agreement, substantially in the format set out in Schedule K, and the Concessionaire shall open the Escrow Account with the Escrow Bank in accordance with the Escrow Agreement. The Escrow Account shall be operational until the expiry of the Concession Period of the last Plant Facility. The Escrow Agreement shall set out the terms of appointment of the Escrow Bank and the Concessionaire's obligation to deposit the Concessionaire Payments and Processing Fee or any other amounts payable to the Authority in accordance with this Agreement.

24.2 Deposits into the Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all funds constituting the Financial Package disbursed by Lenders in terms of the Financing Documents;

(b) all revenues from the sale of the CBG Output, By-Products, certified emission reductions and verified emission reductions by the Concessionaire;

(c) proceeds of any rentals, deposits, capital receipts or insurance claims; and

(d) all payments made by the Concessionaire as Processing Fee, Concession Payments, Concession Fee, revenue from the sale of By-Products or any outstanding payments payable by the Concessionaire to the Authority under this Agreement.

provided that, the senior Lenders may make a direct disbursement to the Concessionaire in accordance with the express provisions contained in the Financing Documents.

24.3 Withdrawals during the Concession Period

(a) The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions by way of the Escrow Agreement, to the Escrow Bank instructing, inter-alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out there from in the month when due:

(i) all taxes due and payable by the Concessionaire for and in respect of the Project;

(ii) all payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Documents;

(iii) the O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(iv) the O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(v) any amounts due and payable to the Authority;

(vi) monthly proportionate provision of Debt Service due in an Accounting Year;

(vii) all payments and damages certified by the Authority as due and payable to it by the Concessionaire;

(viii) monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;

(ix) any reserve requirements set forth in the Financing Documents; and

(x) balance, if any, in accordance with the instructions of the Concessionaire.

(b) The Concessionaire shall not in any manner modify the order of payment specified in Clause 24.3(a) above, except with the prior written approval of the Authority.

(c) The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and damages directly from the Escrow Account, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority. Any demand from the Authority stating that a specified amount is payable shall be final, binding and conclusive on the Concessionaire and Escrow Bank, and Escrow Bank shall pay, and Concessionaire shall cause the Escrow Bank to pay such amount without any demur, delay, cavil or protest on receiving a demand for such costs and damages.

24.4 Withdrawals upon expiry of the Concession Period or Termination

(a) Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon expiry of Concession Period or termination of this Agreement, be appropriated in the following order:

(i) all taxes due and payable by the Concessionaire for and in respect of the Project;

(ii) percentage of Debt Due excluding Subordinated Debt if required to be as per the terms of this Agreement;

(iii) outstanding payments due to the Authority;

(iv) all payments and damages certified by the Authority as due and payable to it by the Concessionaire;

(v) retention and payments relating to the liability for defects and deficiencies;

(vi) outstanding Debt Service including the balance of Debt Due;

(vii) outstanding Subordinated Debt;

(viii) incurred or accrued O&M Expenses;

(ix) any other payments required to be made under this Agreement; and

(x) balance, if any, in accordance with the instructions of the Concessionaire.

Provided that no appropriations shall be made under Clause 24.4(a) until a Vesting Certificate has been issued by the Authority in accordance with Clause 31.4.

(b) The provisions of this Clause 24.4 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 24.4(a) have been fully discharged.

ARTICLE 25: INSURANCE

25.1 The Concessionaire shall, obtain and maintain the policies of insurance set out in this Article 25 in the minimum coverage amounts and during the specified periods for the Plant Infrastructure. In addition, the Concessionaire shall obtain any additional coverage required by Applicable Laws and/or deemed necessary by the Concessionaire, the Lenders or the Authority in accordance with this Article 25. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

25.2 During the Construction Period, the Concessionaire shall obtain and maintain such insurances for such maximum sums as may be required under the Financing Documents and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practices.

25.3 During the O&M Period, the Concessionaire shall obtain and maintain insurance policies including but not limited to the following:

(a) loss, damage or destruction of the Plant Facility, at replacement value;

(b) comprehensive third-party liability insurance including injury to or death of personnel of the Authority or others caused by the Project;

(c) the Concessionaire's general liability arising out of the Project;

(d) liability to third parties for goods or property damage;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Plant Infrastructure, the Concessionaire and its employees, including for all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (e) above.

25.4 The level of insurance to be maintained by the Concessionaire shall be determined in accordance with the Financing Documents. The level of insurance to be maintained by the Concessionaire after repayment of the Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of the Lenders' dues, in accordance with the Financing Documents.

25.5 The Concessionaire shall, within 30 (thirty) days of the Effective Date, provide a notice to the Authority, setting out information in respect of the insurances that it proposes to obtain and maintain. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Concessionaire to obtain and maintain such other insurances as it may deem necessary, and in the event of any difference or disagreement relating to any such insurance, the provisions of Article 34 shall apply.

25.6 The Concessionaire shall purchase insurance from reputable Indian and/or international companies licensed to operate in India, at competitive terms, and shall maintain the insurances on terms consistent with Good Industry Practices. Within 15 (fifteen) days of obtaining any Insurance Cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance.

25.7 Each insurance policy shall contain the following endorsements:

(a) the Authority shall be additional insured under all policies maintained by the Concessionaire in relation to the Project Site and the Project, against loss or damage;

(b) the insurers shall waive all rights of subrogation against the Authority;

(c) the insurance policy may not be cancelled or materially changed by the insurer without giving 45 (forty-five) days' prior written notice, except in the case of non-payment, in which case it will be 10 (ten) days' prior written notice, to the Authority; and

(d) the Authority shall not be responsible for payment of any insurance premium.

25.8 Any changes in the insurances which impact the Project Site or the Plant Infrastructure will need the prior written consent of the Authority, which consent shall not be unreasonably withheld.

25.9 The Concessionaire shall apply proceeds from all insurance claims, except life and injury, for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Plant Infrastructure, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Documents.

25.10 If the Concessionaire fails to procure or maintain any insurance required pursuant to this Article 25 which is required to be obtained for the Project Site or the Project, the Authority shall have the right to procure and maintain such insurance in accordance with the requirements of this Article 25 and charge the full cost thereof to the Concessionaire.

25.11 Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 25 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

25.12 Concessionaire's Waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

PART V – FORCE MAJEURE AND TERMINATION

ARTICLE 26: FORCE MAJEURE

26.1 Force Majeure Events

(a) A Force Majeure Event means any act, event or circumstance or a combination of acts, events or circumstances or the consequence(s) thereof occurring after the date of this Agreement, which is/are:

(i) beyond the reasonable control of the Affected Party;

(ii) such that the Affected Party is unable to overcome or prevent despite exercise of due care and diligence;

(iii) which does/do not result from the negligence of such Affected Party or the failure of such Affected Party to perform its obligations hereunder; and

(iv) such that it/they has/have a Material Adverse Effect.

(b) A Force Majeure Event means the following events and circumstances to the extent that they satisfy the conditions set out in Clause 26.1(a):

(i) Non-Political Force Majeure Events

(A) acts of God including storm, tempest, cyclone, hurricane, tsunami, flood, whirlwind, lightning, earthquake, washout, landslide, soil erosion, volcanic eruption, or extreme adverse weather or environmental conditions or actions of the elements;

(B) fire or explosion caused by reasons not attributable to the Concessionaire or any Concessionaire Related Parties;

(C) chemical or radioactive contamination or ionizing radiation;

(D) epidemic, pandemic, plague or quarantine;

(E) the discovery of geological conditions, toxic contamination or archaeological remains on the Project Site that could not reasonably have been expected to be discovered through a site inspection;

(F) strikes or boycotts (other than those involving the Concessionaire or its employees) interrupting supplies or services for a continuous period of 7 (seven) days and an aggregate period exceeding 14 (fourteen) days and not being an Indirect Political Force Majeure Event; and

(G) accidents of navigation, air crash, shipwreck, train wreck or other similar failures of transportation of equipment and/or material necessary for construction or O&M of the Plant Infrastructure.

Non-Political Force Majeure Event shall not include the following conditions, except to the extent resulting from a Non-Political Force Majeure Event:

(A) heavy rainfall;

(B) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials or spare parts required for undertaking the Project;

(C) a termination of any Offtake Agreement;

(D) non-performance resulting from normal wear and tear; or

(E) non-performance caused by the non-performing Party's (I) negligent or intentional acts, errors or omissions, (II) failure to comply with the Applicable Laws or Applicable Permits, or (III) breach of, or default under, this Agreement, as the case may be.

(ii) Indirect Political Force Majeure Events

(A) hostilities (whether declared as war or not), riot, civil disturbance, revolution, rebellion, insurrection, act of terrorism, in each case involving the GoI or the GoK or occurring in Karnataka;

(B) invasion, armed conflict, coup d'etat, act of foreign enemy, blockade, embargo, revolution, insurgency, nuclear blast/explosion, politically motivated sabotage, religious strife or civil commotion, in each case involving the GoI or the GoK or occurring in Karnataka;

(C) strikes, lockout, boycotts or other industrial disputes which are not directly attributable to the actions of the Affected Party;

(D) any protests by rag pickers who are meant to be relocated and resettled by the Authority;

(E) any protests/agitation by members of the public against development of the Plant Infrastructure at the Project Site;

(F) delay or failure by relevant Government Authorities in renewing or granting any Applicable Permit, despite the Concessionaire having applied for such Applicable Permit expeditiously and complied with the requirements of Applicable Laws in making such application or the unlawful revocation of any Applicable Permit;

(G) failure of the Authority to permit the Concessionaire to continue perform its obligations under this Agreement, with

or without modifications, in the event of stoppage of any works after discovery of any geological or archaeological finds or for any other reason;

(H) the imposition, by any Government Authorities, of any lockdowns, curfews or mandatory quarantine rules arising out of the occurrence of any Non-Political Force Majeure Event or otherwise, which prevents the construction and/or O&M of the Plant Infrastructure for an aggregate period exceeding [7 (seven)] days in an Accounting Year;

(I) suspension of the construction or O&M of a Plant Facility pursuant to an Emergency not attributable to the Concessionaire under, and in accordance with, Clause 26.1(b)(ii)(B) and Clause 26.2(b)(ii)(B); and

(J) any event or circumstances of a nature analogous to any of the foregoing.

(iii) Direct Political Force Majeure Events

(A) occurrence of a Change in Law, to the extent that its consequences cannot be dealt with under and in accordance with the provisions of Article 32 and its effect, in financial terms, exceeds the sum specified in Clause 32.1;

(B) compulsory acquisition in national interest or expropriation of the Project Site and/or the Plant Infrastructure;

(C) any order, notification or judgement issued or passed by any Government Authority, including the National Green Tribunal, which declares the construction and/or operation of the Plant Infrastructure on the Project Site to be unlawful or opposed to public health and sanitation or as being a threat to the environment and/or ecologically sensitive areas/zones near the Project Site (including bird sanctuaries, wildlife sanctuaries, etc.) and accordingly requires the Authority to cease the construction and/or operation of the Plant Infrastructure at the Project Site, unless such judgement is, in any manner, attributable to the Concessionaire;

(D) any event or circumstance of a nature analogous to any of the foregoing.

(c) Without prejudice to the provisions of Clauses 26.1(a) or 26.1(b) above,

(i) any act, event or circumstance which primarily affects any of the Concessionaire Related Parties associated with the Project shall constitute a Force Majeure Event if and to the extent that it is of a kind or character that, if it had directly affected the

Concessionaire, it would have come within the definition of Force Majeure Event under this Clause 26.1; and

(ii) any act, event or circumstance which primarily affects any of Authority Related Parties shall constitute a Force Majeure Event if and to the extent that it is of a kind or character that, if it had directly affected Authority, it would have come within the definition of Force Majeure Event under this Clause 26.1.

(d) If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the dispute resolution procedure set out in Article 34, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Affected Party.

26.2 Notice of Force Majeure Events

(a) The Affected Party shall give notice to the other Party in writing of the occurrence of any Force Majeure Event (the **FM Notice**), as soon as the same arises or as soon as reasonably practicable and in any event within 3 (three) days after the Affected Party knew of its occurrence. The FM Notice shall set out (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 26 with evidence in support thereof; (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement and (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event.

(b) If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.

(c) Any party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless it has complied with all the provisions of this Clause 26.2.

26.3 Excuse of Performance

The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the affected obligations, provided that the period shall not exceed

(i) 120 (one hundred and twenty) days for a Non-Political Force Majeure Event,
(ii) 90 (ninety) days for an Indirect Political Force Majeure Event and

(iii) 60 (sixty) days for a Direct Political Force Majeure Event from the date of issuance of the FM Notice.

26.4 No Liability for Other Losses

Save and except as expressly provided in this Agreement, no Party shall be liable in any manner whatsoever to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event or the exercise by it of any right pursuant to this Article 26.

26.5 Resumption of Performance

The Affected Party shall in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of a Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify the other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

26.6 Allocation of costs during a Force Majeure Event

(a) Upon occurrence of a Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay any costs to the other Parties.

(b) Upon occurrence of a Force Majeure Event post the Effective Date, the costs incurred and attributable to such Force Majeure Event and directly relating to the Project (**Force Majeure Costs**) shall be allocated as follows:

(i) upon the occurrence of a Non-Political Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and no Party shall be required to pay any costs to any other Party;

(ii) upon the occurrence of an Indirect Political Event, all Force Majeure Costs up to the Insurance Cover will be borne by the Concessionaire and to the extent Force Majeure Costs exceed the Insurance Cover, one half of such excess amount shall be reimbursed by the Authority;

(iii) upon occurrence of a Direct Political Force Majeure Event, all Force Majeure Costs attributable to such Direct Political Force Majeure Event shall be reimbursed by the Authority to the Concessionaire.

For the purposes of this Clause 26.6, **'Force Majeure Costs'** mean interest payments on debt, O&M Expenses, and any increase in the cost of construction works and O&M directly attributable to the Force Majeure Event and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such

information is relevant. Force Majeure Costs shall not include any debt repayment obligations or loss of profits or income. Provided however, Force Majeure Costs attributable to a Direct Political Force Majeure Event shall, in addition to the above, also include interest on the Equity Contribution which shall be equal to the interest payable on debt, as specified in the Financial Package/Financing Documents.

26.7 Termination due to Force Majeure Event

(a) Termination due to a Non-Political Force Majeure Event

If a Non-Political Force Majeure Event continues for a period of 180 (one hundred and eighty) days after the notification of a Non-Political Force Majeure Event or any extended period agreed in pursuance of Clause 26.3, any Party shall, after the expiry of the period of 180 (one hundred and eighty) days or any other mutually extended period, be entitled to forthwith terminate this Agreement only with respect to such Plant Facility impacted by Non-Political Force Majeure Event in its sole discretion by issuing a notice to that effect to the other Parties.

Notwithstanding anything contained in this Clause 26.7(a):

(i) if the Plant Facility is affected by a Total Casualty, then the Concessionaire may terminate this Agreement without having to wait for the expiry of the 180 (one hundred and eighty) days' period stipulated for a Non-Political Force Majeure Event;

(ii) if the Plant Facility is affected by a Minor Casualty, then the Concessionaire shall be required to repair and restore the Plant Facility to the same condition as previously existed and the Concessionaire shall not be entitled to terminate this Agreement on the grounds of a continuing Non-Political Force Majeure Event.

(b) Termination due to an Indirect Political Force Majeure Event

If an Indirect Political Force Majeure Event continues for a period of 120 (one hundred and twenty) days after the notification of an Indirect Political Force Majeure Event or any extended period agreed in pursuance of Clause 26.3, any Party shall, after the expiry of the period of 120 (one hundred and twenty) days or any other mutually extended period, be entitled to forthwith terminate this Agreement only with respect to such Plant Facility impacted by such Indirect Political Force Majeure Event in its sole discretion by issuing a notice to that effect to the other Parties.

(c) Termination due to a Direct Political Force Majeure Event

If a Direct Political Force Majeure Event continues for a period of 90 (ninety) days after the notification of a Direct Political Force Majeure Event or any extended period agreed in pursuance of Clause 26.3, any Party shall, after the expiry of the period of 90 (ninety) days or any other mutually extended period, be entitled to forthwith terminate this Agreement only with respect to such Plant Facility impacted by such

Direct Political Force Majeure Event in its sole discretion by issuing a notice to that effect to the other Parties.

(d) All the other consequences of termination that are set out at Article 28 shall apply in case of termination of this Agreement due to a Force Majeure Event.

26.8 Effect of Force Majeure Event on the Project

(a) For the avoidance of doubt, in the event that a Plant Facility is impacted by a Force Majeure Event, such termination shall be governed exclusively by the provisions of Clause 26.7 above. In such circumstances, only the specific Plant Facility affected by the Force Majeure Event shall be subject to termination, and the rights and obligations of the Parties in relation to the remainder of the Project, including all other unaffected Plant Facilities, shall continue to be performed in full compliance with the terms and conditions of this Agreement.

(b) Notwithstanding the above, should more than 2 (two) Plant Facilities be affected by Force Majeure Events and terminated pursuant to Clause 26.7, the Authority shall have the right, in its sole and absolute discretion, to terminate the entire Project.

26.9 Effect of Force Majeure Event on the Concession Period

(a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the period set forth in Clause 4.5 for fulfilment of Conditions Precedent and for achieving the Effective Date shall be extended by a period equal in length to the duration of the Force Majeure Event.

(b) At any time after the Effective Date and up until the COD, if any Force Majeure Event occurs, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from performing its obligations.

ARTICLE 27: SUSPENSION OF THE CONCESSIONAIRE'S RIGHTS

27.1 Suspension by the Concessionaire

(a) Suspension of construction or O&M of the Plant Infrastructure

(i) At any time during the Concession Period, the Concessionaire may suspend, whether partially or wholly, the construction or O&M of any Plant Facility, in case of an Emergency.

(ii) The Concessionaire acknowledges that suspension of the construction of any Plant Facility pursuant to Clause 27.1(a)(i) shall not entitle the Concessionaire to an extension of time, if such event is attributable to the Concessionaire, provided that any suspension of construction of the Plant Infrastructure pursuant to Clause 27.1(a)(i) for reasons not attributable to the Concessionaire shall be treated as a Delay Event.

(iii) Upon the occurrence of an Emergency, the Concessionaire shall as soon as reasonably possible, and in no event later than 3 (three) days after such occurrence, notify the Authority of such occurrence.

(iv) If, upon notification, the Authority does not concur with the Concessionaire on the nature of such occurrence, then the Concessionaire shall be required to immediately re-commence the construction or O&M of the relevant Plant Facility, as the case may be. Upon re- commencement of the construction or O&M services, the Concessionaire may initiate a Dispute regarding its claim for the occurrence of such an event or circumstance, and such Dispute shall be finally settled in accordance with the dispute resolution procedure set out in Article 34, provided however that the burden of proof as to the occurrence or existence of such an event shall be upon the Concessionaire.

(b) Mitigation, Resumption and Termination

(i) The Concessionaire shall make best endeavours to:

(A) mitigate the effects (including incremental costs and delays) of the events or circumstances resulting in suspension pursuant to Clause 27.1(a)(i) above. Notwithstanding anything to the contrary contained in this Agreement, if the Authority, in its sole assessment, is not satisfied with the steps being taken by the Concessionaire to mitigate the effects of the Emergency, the Authority shall have the right to step-in to this Agreement and undertake necessary measures to mitigate the effect of the Emergency at the cost and risk of the Concessionaire and the Concessionaire shall not be entitled to receive any payments for the duration that the Authority steps-in to operate and maintain the Plant Facility; and

(B) within 24 (twenty-four) hours of the ceasing of any of the events or circumstances resulting in suspension pursuant to Clause 27.1(a)(i) or such longer period as may be approved by the Authority,

mobilize the personnel employed by it in order to resume the construction or O&M services of the relevant Plant Facility as soon as reasonably practicable, and once the works or services have resumed, notify the Authority of the resumption of the works or services.

(ii) Without prejudice to Clause 27.1(b)(i):

(A) if suspension of the construction or O&M of a Plant Facility pursuant to Clause 27.1(a)(i) continues for a consecutive period of 90 (ninety) days or a cumulative period of [180 (one hundred and eighty)] days over the Concession Period, and such event is attributable to the Concessionaire, then such suspension shall amount to a Concessionaire Event of Default in accordance with Clause 28.1; and

(B) if suspension of the construction or O&M of a Plant Facility pursuant to Clause 27.1(a)(i) continues for a consecutive period of 90 (ninety) days or a cumulative period of 180 (one hundred and eighty) days over the Concession Period, and such event is not attributable to the Concessionaire, then such event will be treated as an Indirect Political Force Majeure Event and the consequences set out in Article 26 shall apply.

27.2 Suspension by Authority

(a) Suspension of construction and/or O&M of the Plant Infrastructure

(i) At any time during the Concession Period, the Authority may suspend, whether partially or wholly, the construction or O&M of a Plant Facility, in any of the following events or circumstances:

(A) upon the occurrence of an Emergency; or

(B) if the Concessionaire fails to comply with Applicable Laws, the Performance Standards, Applicable Permits, the Construction Plan, the Project Execution Plan, the DPR, the EMP, OHS Plan, the O&M Plan or otherwise fails to perform its obligations in accordance with this Agreement (including the Technical Specifications).

(ii) The Concessionaire acknowledges that suspension of the construction of the Plant Infrastructure shall not entitle the Concessionaire to an extension of time if such event is attributable to the Concessionaire, provided that any suspension of construction of the Plant Infrastructure pursuant to Clause 27.2(a)(i) for reasons not attributable to the Concessionaire shall be treated as a Delay Event.

(b) Mitigation, Resumption and Termination

(i) The Concessionaire shall make best endeavours to:

(A) mitigate the effects (including incremental costs and delays) of the events or circumstances resulting in suspension pursuant to Clause

27.2(a) above. Notwithstanding anything to the contrary contained in this Agreement, if the Authority, in its sole assessment, is not satisfied with the steps being taken by the Concessionaire to mitigate the effects of the Emergency, the Authority shall have the right to step-in to this Agreement and undertake necessary measures to mitigate the effect of the Emergency at the cost and risk of the Concessionaire and the Concessionaire shall not be entitled to receive any payments for the duration that the Authority steps-in to operate and maintain the Plant Facility; and

(B) within 24 (twenty-four) hours of the ceasing of any of the events or circumstances resulting in suspension pursuant to Clause 27.2(a) or such longer period as may be agreed between the Parties, mobilize the personnel employed by it in order to resume the construction or O&M services of the relevant Plant Facility as soon as reasonably practicable, and once the works or services have resumed, notify the Authority of the resumption of the works or services.

(ii) Without prejudice to Clause 27.2(b)(i):

(A) If suspension of the construction or O&M of the relevant Plant Facility pursuant to Clause 27.2(a)(i)(A) continues for a consecutive period of 90 (ninety) days or a cumulative period of 180 (one hundred and eighty) days over the Concession Period and the Emergency is attributable to the Concessionaire, or a suspension pursuant to Clause 27.2(a)(i)(B) continues for a consecutive period of 90 (ninety) days or a cumulative period of 180 (one hundred and eighty) days over the Concession Period, then such suspension shall amount to a Concessionaire Event of Default in accordance with Clause 28.1; and

(B) if suspension of the construction or O&M of the relevant Plant Facility pursuant to Clause 27.2(a)(i)(A) continues for a consecutive period of 90 (ninety) days or a cumulative period of 180 (one hundred and eighty) days over the Concession Period, and the Emergency is not attributable to the Concessionaire, then such event will be treated as an Indirect Political Force Majeure Event and the consequences set out in Article 28 shall apply.

ARTICLE 28: EVENTS OF DEFAULT

28.1 Concessionaire Events of Default

A **Concessionaire's Event of Default** means any of the following events arising out of any acts or omissions of the Concessionaire and which have not occurred solely as a consequence of an Authority Event of Default or any Force Majeure Event, and where the Concessionaire has failed to remedy the default within the cure period set forth below, or where no cure period is specified then within a cure period of 60 (sixty) days:

(a) the Concessionaire fails to complete the works for a Plant Milestone within 4 (fourth) months of the Scheduled Plant Milestone Completion Date;

(b) the Concessionaire fails to achieve the COD within 2 (two) months of the Scheduled COD other than on account of a Delay Event;

(c) the Concessionaire fails to pay the Delay Liquidated Damages within the timelines specified in this Agreement;

(d) a failure to achieve the KPIs which results in the Concessionaire's aggregate liability for Liquidated Damages pursuant to Article 21 to exceed INR 2,50,00,000 (Indian Rupees Two Crore Fifty Lakh);

(e) suspension of construction or O&M of the Plant Infrastructure pursuant to Clause 27.1(a)(i) or Clause 27.2(a)(i)(A) (to the extent the Emergency is attributable to the Concessionaire) or a suspension pursuant to Clause 27.2(a)(i)(B), for a continuous period of 90 (ninety) days or a cumulative period of 180 (one hundred and eighty) days over the Concession Period;

(f) a breach by the Concessionaire of its obligations under this Agreement which has a Material Adverse Effect on the ability of the Concessionaire to construct and/or operate and maintain the Plant Infrastructure and such breach, if capable of being remedied, is not remedied within 30 (thirty) days of issuance of written notice from Authority specifying such breach and requiring the Concessionaire to remedy the same;

(g) any representation made or warranties given by the Concessionaire under this Agreement being found to be false or misleading in any material respect;

(h) failure of the Concessionaire to submit and maintain a valid Performance Security in accordance with Clause 9.1 or a valid O&M Security in accordance with Clause 9.3;

(i) breach by the Concessionaire of its obligations under Clauses 12.3 (Security Creation), 10 (Project Site) or 35.12 (Assignment);

(j) breach of the Concessionaire's obligations under Clause 5.10 (Change in Ownership);

(k) failure of the Concessionaire to obtain, renew and maintain any Concessionaire Applicable Permit;

(l) failure of the Concessionaire to comply with any Applicable Law;

(m) failure of the Concessionaire to obtain and maintain Insurance Cover in accordance with Clause 25.2;

(n) failure of the Concessionaire to comply with the EMP or OHS Plan in accordance with Clause 14.4(f);

(o) the Concessionaire being admitted into corporate insolvency resolution process under the Insolvency and Bankruptcy Code 2016, entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Concessionaire or if the Concessionaire becomes unable to pay its debts or the appointment of a receiver or administrator in respect of the Concessionaire, its business and assets or any re-structuring, re-organisation, amalgamation, arrangement or compromise affecting the Concessionaire's ability to fulfil its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect;

(p) the breach of the Concessionaire's obligations under or the occurrence of an 'event of default' or analogous event under the Financing Documents or the Escrow Agreement, or termination of the Financing Documents, or the Escrow Agreement (for reasons attributable to the Concessionaire);

(q) the Concessionaire abandons the construction and operation of the Plant Infrastructure without the prior written consent of the Authority;

(r) the breach of the Concessionaire’s obligations under any of the Project Agreements that has or may have a Material Adverse Effect; or

(s) the failure of the Concessionaire to make Processing Fee payments or Concessionaire Payments or any other payments for the receipt of Raw Biogas at the Receipt Point from the STP Operators upon raising an invoice by the Authority.

28.2 Termination Notice upon occurrence of a Concessionaire Event of Default

(a) Without prejudice to the other provisions of this Agreement, upon the occurrence of a Concessionaire Event of Default, the Authority may initiate termination by delivering a Termination Notice to the Concessionaire. The Termination Notice shall specify with reasonable detail the grounds on which termination is sought.

(b) If, within 15 (fifteen) days from the date of the Termination Notice, the Concessionaire rectifies or remedies the Event of Default to the satisfaction of the Authority or the Authority is satisfied with the steps taken or proposed to be taken by the Concessionaire or the Event of

Default has ceased to exist, the Authority shall withdraw the Termination Notice, in writing.

(c) If, within 15 (fifteen) days from the date of the Termination Notice, the Concessionaire does not rectify or remedy the Event of Default to the satisfaction of the Authority or the Authority is not satisfied with the steps taken or proposed to be taken by the Concessionaire to remedy the Event of Default, the Authority shall issue a notice to the Lenders to exercise their substitution rights.

(d) If, within 30 (thirty) days from the date of receipt of the Termination Notice pursuant to Clause 28.2(c) or such longer period as may be mutually agreed between the Authority and the Lenders, the Lenders have notified their intent to substitute the defaulting Concessionaire, then:

(i) the Authority shall withdraw the Termination Notice, in writing, with a copy to the Lenders; and

(ii) the process set out in the Substitution Agreement for nomination and approval of a substitute concessionaire will apply.

Provided that, the Lenders may, instead of exercising the right of substitution, procure that the default specified in the Termination Notice is cured within a period of [60 (sixty)] days from the date of the Termination Notice, and upon such curing of the default, the Authority shall withdraw the Termination Notice.

(e) If, within 30 (thirty) days from the date of receipt of the Termination Notice pursuant to Clause 28.2(c) or such longer period as may be mutually agreed between Authority and the Lenders, the Lenders have not notified their intent to substitute the defaulting Concessionaire, then, Authority shall terminate the Agreement and the consequences set out in Clause 28.5 shall apply.

(f) Notwithstanding anything contained in this Clause 28.2, in the event that a Concessionaire Event of Default, as specified under Clauses 28.1(a), (b), (c), (d), (e), (f) or (q), occurs with respect to a specific Plant Facility and results in termination, such termination shall be solely with respect to that specific Plant Facility. In such circumstances, only that specific Plant Facility impacted by Concessionaire Event of Default shall be terminated, and the rights and obligations of the Parties in relation to the remainder of the Project, including all other unaffected Plant Facilities, shall continue to be performed in full compliance with the terms and conditions of this Agreement. However, if termination occurs in respect of more than 1 (one) Plant Facilities due to any Concessionaire Events of Default as specified under Clauses 28.1(a), (b), (c), (d), (e), (f) or (q), the Authority shall have the right, at its sole discretion, to terminate this Agreement. The Parties agree that the right of the Authority to terminate this Agreement with respect to specific Plant Facility for any Concessionaire Event of Default set out in Clauses

28.1(a), (b), (c), (d), (e), (f) or (q) or the right to terminate this Agreement in case of termination in respect of more than 1 (one) Plant Facilities is without prejudice to the right of the Authority to terminate this Agreement for any Concessionaire Event of Default set out in Clause 28.1 (g), (h), (i), (j), (k), (l), (m), (n), (o), (p) and (r).

(g) Notwithstanding anything contained in this Clause 28.2, during the subsistence of a Concessionaire Event of Default, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed in accordance with this Agreement.

28.3 Authority's Events of Default

An **Authority Event of Default** means any of the following events, unless such an event has occurred as a consequence of a Concessionaire Event of Default, or any Force Majeure Event and where the Authority has failed to remedy the default within the cure period set forth below, or where no cure period is specified then within a cure period of 60 (sixty) days:

(a) a breach by the Authority of its obligations under this Agreement which has a Material Adverse Effect on the ability of the Concessionaire to construct or operate and maintain the Plant Infrastructure and such breach, if capable of being remedied, is not remedied within [30 (thirty)] days of a notice being given by the Concessionaire;

(b) a breach by the Authority of its obligations under Clause 6.1(f) and Clause 6.1(g), in relation to its rights, title and interest in the Project Site;

(c) failure by the Authority to deliver Raw Biogas to the Concessionaire for 60 (sixty) consecutive days;

(d) a failure by the Authority to pay the Concessionaire any undisputed amounts due and payable under this Agreement within 60 (sixty) days from the date on which such payments were due; or

(e) any representation made or warranties given by Authority under this Agreement being found to be false or misleading in any material respect.

28.4 Termination Notice upon occurrence of an Authority Event of Default

(a) Without prejudice to the other provisions of this Agreement, upon the occurrence of an Authority Event of Default, the Concessionaire may initiate termination of this Agreement by delivering a Termination Notice, which shall specify with reasonable detail the grounds on which termination is sought.

(b) If, within 15 (fifteen) days from the date of the Termination Notice, the Authority rectifies or remedies the Authority Event of Default to the

satisfaction of the Concessionaire or the Concessionaire is satisfied with steps taken or proposed to be taken by the Authority or the Authority Event of Default has ceased to exist, the Concessionaire shall withdraw the Termination Notice, in writing.

(c) If, within [15 (fifteen)] days from the date of the Termination Notice, the Authority Event of Default has not been remedied or the Authority has not taken steps or proposed to take steps to remedy the Authority Event of Default to the satisfaction of the Concessionaire, then the Concessionaire shall terminate the Agreement and the consequences set out in Clause 28.5 and 28.6 shall follow.

(d) Notwithstanding anything contained in this Clause 28.4, in the event that an Authority Event of Default, as specified under Clauses 28.3(a) or (b), occurs with respect to a specific Plant Facility and results in termination, such termination shall be solely with respect to that specific Plant Facility. In such circumstances, only that specific Plant Facility impacted by Authority Event of Default shall be terminated, and the rights and obligations of the Parties in relation to the remainder of the Project, including all other unaffected Plant Facilities, shall continue to be performed in full compliance with the terms and conditions of this Agreement.

(e) Notwithstanding anything contained in this clause 28.4, during the subsistence of an Authority Event of Default, the Parties shall continue to perform such of their respective obligations under this Agreement, which are capable of being performed in accordance with this Agreement.

28.5 Consequences of termination with respect to a specific Plant Facility post the Effective Date

In case of termination of the Agreement with respect to the specific Plant Facility (including for any termination due to the occurrence of a Force Majeure Event in accordance with Article 28) after the Effective Date:

(a) the Concessionaire shall cease all work in relation to construction or O&M, as the case may be, of the Plant Infrastructure;

(b) the Concessionaire shall cease the Trial Operations, if the Trial Operations of the Plant Facility have commenced and are ongoing;

(c) the Concessionaire shall take all necessary steps to safeguard and protect the Plant Infrastructure (at whatever stage of completion) and all other equipment, materials and goods on the Project Site;

(d) the Concessionaire shall hand over the Project Site of the Plant Facility terminated and the Plant Infrastructure (provided that, in case of termination of the Agreement due to a Force Majeure Event, the Concessionaire shall hand over the Project Site of the Plant Facility terminated and the Plant Infrastructure to the Authority on an "as is where is" basis), to the Authority or its nominee in accordance with the

Hand-back Requirements set out in Clause 30.3, to the extent applicable.

28.6 Consequences of termination of the Agreement post the Effective Date

In case of termination of the Agreement (including for any termination due to the occurrence of a Force Majeure Event in accordance with Article 26) after the Effective Date:

(a) the Authority shall return the Performance Security in accordance with Clause 9.15 within [30 (thirty)] days from the date of the Termination Notice; and

(b) the Concessionaire shall hand over the Project Site and the Plant Infrastructure (provided that, in case of termination of the Agreement due to a Force Majeure Event, the Concessionaire shall hand over the Project Site and the Plant Infrastructure to the Authority on an "as is where is" basis), to the Authority or its nominee in accordance with the Hand-back Requirements set out in Clause 31.3, to the extent applicable.

28.7 Accrued Rights and Liabilities

(a) Notwithstanding anything to the contrary contained in this Agreement, any termination of this Agreement shall be without prejudice to the accrued rights of a Party, including its right to claim and recover damages and other rights and remedies which it may have in law or contract. All accrued rights and obligations of a Party under this Agreement, including without limitation, all rights and obligations with respect to Termination Compensation, shall survive the termination of this Agreement, to the extent such survival is necessary for giving effect to such rights and obligations.

(b) Nothing in Article 27 or this Article 28 shall prevent or restrict a Party to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

ARTICLE 29: TERMINATION COMPENSATION

29.1 The Parties acknowledge that no termination payment shall be payable by either Party in case of a termination of this Agreement prior to the Effective Date, other than as provided under Clause 4.6. This Article 29 sets out all payments to be made on termination of this Agreement after the Effective Date.

29.2 Termination Compensation for Termination post the Effective Date

(a) For an Authority Event of Default

If the Agreement is terminated after the Effective Date for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of:

(i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement;

(ii) Debt Due as on the date of Termination Notice;

(iii) Adjusted Net Equity;

LESS

(iv) any accrued and unpaid amounts payable to the Authority towards Processing Fee and Concessionaire Payments and interest thereon; and

(v) any other amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages and any amount payable under Clause 31.2).

In case of termination of Plant Facility under Clause 28.4(d) of the Agreement, Equity Contribution, Debt Due for each of the Plant Facilities shall be in the proportion of total Equity Contribution and Debt Due for that respective Plant Facilities have in the Aggregate Project Cost.

(b) For a Concessionaire Event of Default

If the Agreement is terminated after the Effective Date for a Concessionaire Event of Default, Concessionaire shall pay to the Authority, the aggregate of:

;

(i) 85% (eighty-five per cent) of Debt Due as on the date of Termination Notice less Insurance Cover, provided that, if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due;

LESS

(ii) any accrued and unpaid amounts payable to the Authority towards Processing Fee and Concessionaire Payments and interest thereon .

In case of termination of Plant Facility under Clause 28.2(f) of the Agreement, Equity Contribution, Debt Due for each of the Plant Facilities shall be in the proportion of total Equity Contribution and Debt Due for that respective Plant Facilities have in the Aggregate Project Cost.

29.3 **Termination Compensation for Termination due to a Force Majeure Event**

(a) Non-Political Force Majeure Event

If the Agreement is terminated as a result of a Non-Political Force Majeure Event after the Effective Date, the Authority shall be liable to pay to the Concessionaire the aggregate of:

(i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement;

(ii) 85% (eighty five per cent) of Debt Due as on the date of Termination Notice less Insurance Cover, provided that, if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due;

LESS

(iii) any amounts due and payable by the Concessionaire towards Processing Fee and Concessionaire Payments and interest thereon under this Agreement (including Liquidated Damages).

In case of termination of Plant Facility under Clause 26.7(a) of the Agreement, Equity Contribution, Debt Due for each of the Plant Facilities shall be in the proportion of total Equity Contribution and Debt Due for that respective Plant Facilities have in the Aggregate Project Cost.

(b) Indirect Political or Direct Political Force Majeure Event

If the Agreement is terminated as a result of an Indirect Political Force Majeure Event or a Direct Political Force Majeure Event, the Authority shall be liable to pay to the Concessionaire the aggregate of:

(i) any accrued and undisputed amounts payable to the Concessionaire under the Agreement;

(ii) Debt Due as on the date of Termination Notice;

(iii) Adjusted Net Equity;

LESS

(i) any amounts due and payable by the Concessionaire towards the Processing Fee and Concessionaire Payments and interest thereon under this Agreement (including Liquidated Damages).

In case of termination of Plant Facility under Clause 26.7(b) or of the Agreement, Equity Contribution, Debt Due for each of the Plant Facilities shall be in the proportion of total Equity Contribution and Debt Due for that respective Plant Facilities has in the Aggregate Project Cost.

29.4 All Termination Compensation required to be paid by the Authority to the Concessionaire shall be paid within 120 (one hundred twenty) days of handover of the Project Site and the Plant Infrastructure to the Authority in accordance with Article 31.

29.5 **Full and Final Settlement**

Notwithstanding anything to the contrary elsewhere in this Agreement, any Termination Compensation determined pursuant to this Article 29 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Concessionaire against Authority, in relation to termination of this Agreement and the Concessionaire shall be excluded from all other rights and remedies in respect of such termination.

29.6 The provisions of this Article 29 shall survive the termination of this Agreement.

ARTICLE 30: DEFECTS LIABILITY AFTER TERMINATION

30.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 360 (three hundred and sixty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Authority in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 30 (thirty) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Escrow Account.

30.2 Retention in Escrow Account

(a) Notwithstanding anything to the contrary contained in this Agreement, a sum equal to 5% (five per cent) of the Processing Fee for the year immediately preceding the transfer date of the Project shall be retained in the Escrow Account for a period of 360 (three hundred and sixty) days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 30.1.

(b) Without prejudice to the provisions of above Clause, the Authority shall carry out an inspection of the Project at any time between 60 (sixty) days prior and 180 (one hundred and eighty) days after the Termination and if it recommends that the status of the Project is such that a sum larger than the amount stipulated in Clause 30.2, should be retained in the Escrow Account and for a period longer than the aforesaid 360 (three hundred and sixty) days, the amount recommended by the Authority shall be retained in the Escrow Account for the period specified by it.

(c) The Concessionaire may, for the performance of its obligations under this Article 30, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 30.2(a) or 30.2(b) as the case may be, and for the period specified therein, substantially in the form set forth in in the format of the "Performance Security", to be modified, *mutatis mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Security for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 30. Upon furnishing of a

performance security under this Clause 30.2 (c), the retention of funds in the Escrow Account in terms of Clause 30.2(a) or 30.2(c), as the case may be, shall be dispensed with.

ARTICLE 31: DIVESTMENT OF RIGHTS AND INTEREST

31.1 Transfer of the Project Site and the Plant Infrastructure

Upon the expiry or early termination of this Agreement, the Concessionaire shall hand over the Project Site and the Plant Infrastructure to the Authority, or any other entity nominated by Authority in accordance with this Article 31.

31.2 Inspection of the Project Site and the Plant Infrastructure

(a) No later than 30 (thirty) days from the end of the 7th year from the COD or 30 (thirty) days from the date of termination of the Agreement, as the case may be, the Authority shall or shall cause the Independent Engineer to carry out a survey of the Project Site and the Plant Infrastructure to assess whether they have been maintained by the Concessionaire in accordance with its obligations under this Agreement, and are in working condition in line with the design life stipulated in the Technical Specifications.

(b) The Authority shall notify the Concessionaire at least 7 (seven) days prior to the date on which it wishes to carry out the survey of the Project Site and the Plant Infrastructure.

(c) If the survey carried out by the Authority or the Independent Engineer shows that the Concessionaire has not complied or is not complying with its obligations under this Agreement, then the Authority shall notify the Concessionaire of the rectification and/or maintenance work which is required to be undertaken by the Concessionaire to ensure that the condition of the Project Site and the Plant Infrastructure, is restored to the Hand-back Conditions.

(d) The Concessionaire shall carry out such rectification and/or maintenance work to achieve the Hand- back Conditions within 30 (thirty) days from the receipt of a notice from the Authority in accordance with Clause 31.2(c) above, at its own cost and risk. Upon completion of the rectification and/or maintenance work, the Concessionaire shall request the Authority to carry out a final survey and inspection of the Project Site and the Plant Infrastructure. The Authority shall carry out the final survey within 15 (fifteen) days of receipt of a notice from the Concessionaire pursuant to this Clause 31.2(d).

If the Authority is satisfied with the results of the final survey, then the Authority shall notify the Concessionaire within [7 (seven)] days of carrying out the final survey that the Project Site and the Plant Infrastructure, comply with the Hand-back Conditions. If the Authority is not satisfied with the results of the final survey, then the Authority shall, or shall cause the Independent Engineer, to estimate the cost of restoring the Project Site and the Plant Infrastructure, to the Hand-back Conditions and recover such cost from the Concessionaire, including

through deduction of such cost from the from the Performance Security, O&M Security, or the Termination Compensation, as the case may be, payable to the Concessionaire.

31.3 Hand-back Requirements

On the expiry or early termination of the Plant Facility or this Agreement, as the case may be, the Concessionaire shall:

(a) hand over to the Authority or any entity nominated by the Authority, Project Site and the Plant Infrastructure, free of any consideration, except for any Termination Compensation payable under Article 29;

(b) transfer to the Authority, or any entity nominated by the Authority, all its rights, title and interest in the assets comprising in the Plant Infrastructure and execute such deeds and documents as may be necessary for this purpose and complete all related legal or other formalities;

(c) hand over all documents relating to the Project Site and the Plant Infrastructure, including Designs and Drawings, "as-built" drawings and other "as-built" record of the execution of the works, O&M Plan, operating logs, manuals, reports, plans and records;

(d) [assign the license and related rights to use the Proposed Technology for the sole purpose of operating and maintaining the Plant Infrastructure to the Authority at no additional cost to the Authority];

(e) transfer to the Authority or its nominee all Concessionaire Applicable Permits which the Authority or its nominee may require, and which can be legally transferred; and

(f) remove from the Project Site all employees and workmen, and assets, equipment and materials that are not required to be taken over by the Authority or its nominee.

The provisions of this Article 31 shall survive the termination of this Agreement.

31.4 Vesting Certificate

The divestment of all rights, title and interest in the Plant Infrastructure shall be deemed to be complete on the date when all of the Hand-back Requirements set out in Clause 31.3 above have been fulfilled, and the Authority shall, without unreasonable delay, issue a certificate substantially in the form set out in Schedule L (the **Vesting Certificate**), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Plant Infrastructure, and their vesting in the Authority. It is expressly agreed that any defect or deficiency in the Hand-back Requirements shall not in any manner be construed or interpreted as a restriction on the exercise of any rights by the Authority in

respect of the Plant Infrastructure on the basis that all Hand-back Requirements have been complied with by the Concessionaire.

PART VI – OTHER PROVISIONS

ARTICLE 32: CHANGE IN LAW

32.1 Change in Law

The Concessionaire may claim the benefit of and/or relief for a Change in Law event subject to and in accordance with this Article 32.

32.2 Increase in Costs

(a) If as a result of a Change in Law, the Concessionaire suffers an increase in costs, a reduction in the net after-tax return or any other financial burden, the aggregate financial effect of which exceeds INR [•] in any Accounting Year, the Concessionaire may notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law

(b) As soon as practicable and in any event, within 30 (thirty) days from the receipt of any notice from the Concessionaire under Clause 32.2(a) above, the Parties shall agree on any amendments to this Agreement or on any other mutually agreed arrangement by which the Authority will compensate the Concessionaire.

(c) If no agreement is reached between the Parties within 90 (ninety) days of receipt of any notice under Clause 32.2(a) above, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position as the Concessionaire would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified in the notice, provided that if the Authority disputes such claim from the Concessionaire then the dispute will be finally settled in accordance with the dispute resolution procedure set out in Article 34.

(d) For the avoidance of doubt, it is agreed that this Clause 32.2 shall be restricted to any Change in Law that directly affects the Concessionaire's costs of performing its obligations under the Agreement.

32.3 Reduction in Costs

(a) If as a result of a Change in Law, the Concessionaire benefits from a reduction in costs, an increase in the net after-tax return or any other financial gains, the aggregate financial effect of which exceeds INR (1,00,00,000) (India Rupees One Crore) in any Accounting Year, the Authority may notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law.

(b) As soon as practicable and in any event, within 30 (thirty) days from the receipt of any notice from the Authority under Clause 32.2(a) above, the Parties shall agree on any amendments to this Agreement or on any other mutually agreed arrangement.

(c) If no agreement is reached between the Parties within 90 (ninety) days of receipt of any notice under Clause 32.2(a) above, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position as the Concessionaire would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified in the notice, provided that if the Concessionaire disputes such claim from the Authority then the dispute will be finally settled in accordance with the dispute resolution procedure set out in Article 34.

(d) For the avoidance of doubt, it is agreed that this Clause 32.2 shall be restricted to any Change in Law that directly affects the Concessionaire's costs of performing its obligations under the Agreement.

32.4 Restriction on Cash Compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 32 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than [1 (one)] year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than [2 (two)] years from the close of such Accounting Year.

ARTICLE 33: INDEMNITY

33.1 Indemnity

(a) Subject to Clause 33.1(b) below, the Concessionaire shall be responsible for, release, hold harmless and indemnify the Authority and the Authority Related Parties on demand from and against, all suits, actions, claims, demands, losses, damages, fines, penalties, costs or expenses (including costs of legal fees) or liability for:

(i) death or personal injury of any person

(ii) loss of or damage to property;

(iii) non-compliance by the Concessionaire with Applicable Laws or Applicable Permits (including specifically, environmental laws and environmental consents and labour welfare legislations);

(iv) non-compliance by the Concessionaire with the EMP or OHS Plan;

(v) any damage caused to the environment by the Concessionaire;

(vi) Concessionaire's failure to pay all applicable Taxes, in connection with the Project;

(vii) any third party losses or claims; and

(viii) any claims and/or fines or penalties imposed by any Government Authority in relation to the Project Site or the Plant Infrastructure,

which may arise out of, or in consequence of the performance or non-performance of the Concessionaire's obligations under this Agreement. Provided that in case of any undue incidents with respect to non-compliance of Safety Requirements as per Article 19 of the Agreement, at the Project Site per decease, the Concessionaire shall be liable to pay INR 10 (ten) Lakhs immediately, failing which the Authority will make the payment and the same shall be recovered from the Concessionaire.

(b) The Concessionaire shall not be required to indemnify the Authority for any injury, loss, damage, cost and expense caused by the negligence or Wilful Misconduct of the Authority or the Authority Related Parties or by a breach by the Authority of its obligations under this Agreement.

(c) Without limiting the generality of the provisions of this Article, the Concessionaire shall fully indemnify, hold harmless and defend the Authority from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the EPC Contractors in

performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently prohibited, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Technical Specifications, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

(d) The Authority shall have the right, but not the obligation, to contest, defend, and litigate any claim, action, suit or proceeding by any third party alleged or asserted against them in respect of, resulting from, related to or arising out of any matter for which they are entitled to be indemnified under this Agreement, and the reasonable costs and expenses (including legal fees) thereof, shall be subject to the indemnification obligations of the Concessionaire.

(e) If, however, the Concessionaire acknowledges in writing its obligations to indemnify the Authority in respect of loss to the full extent provided by this Agreement, the Concessionaire shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding at its expense and through a counsel of its choice if it gives prompt notice of its intention to do so to the Authority and reimburses the Authority for the costs and expenses incurred by the Authority prior to the assumption by the Concessionaire of such defence. A Party shall not settle or enter into a compromise with respect to any such claim, action, suit or proceeding without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Authority shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel, as and when incurred, shall be at the expense of the Authority.

(f) The Authority shall be responsible for, release, hold harmless and indemnify the Concessionaire and the Concessionaire Related Parties against all substantiated claims, supported by reasonable documentary evidence, from and against, all suits, actions, claims, demands, losses, damages, fines, penalties, costs or expenses (including costs of legal fees) any other liability incurred or suffered by the Concessionaire under Applicable Laws, or pursuant to the law of torts, principles of absolute liability or strict liability or polluter pays principle, as a result of:

(i) any environmental pollution, contamination or health hazard at or below the Project Site (including contamination of the land, water, environment and air quality and/or any findings of pollutants, chemical waste, hazardous waste, minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest)that existed at the Project Site prior to handover of the Project Site to the Concessionaire, provided that, such environmental pollution, contamination or health hazard is not identified in the Project Site Contamination Report and is not attributable to any act or omission of the Concessionaire; or

(ii) any environmental pollution, contamination or health hazard caused by the delivery of any Prohibited Waste to the Project Site after the handover of the Project Site to the Concessionaire.

(g) The Authority shall not, directly or indirectly, bring or cause to be brought any action, demand, claim, or other proceedings against the Concessionaire in connection with any pre-existing contaminations and findings at the Project Site identified in the Site Contamination Report.

(h) The provisions of this Article 33 shall survive the termination of this Agreement.

ARTICLE 34: DISPUTE RESOLUTION

34.1 Amicable Settlement

In the event of any dispute, controversy or difference between the Parties arising out of or relating to this Agreement (a **Dispute**), the representatives of the Parties shall, within 15 (fifteen) days of service of a written notice from one Party to the other Parties (the **Dispute Notice**) hold a meeting (the **Dispute Meeting**) in an effort to resolve the Dispute in good faith. In the absence of any agreement to the contrary, the Dispute Meeting shall be held at the office of Authority in Bangalore, Karnataka.

34.2 Dispute Resolution by Dispute Resolution Board

In the event of any dispute failing amicable settlement by the Parties, Independent Engineer or without the intervention of the Independent Engineer, either Party may require such Dispute to be referred to the Dispute Resolution Board ("**Dispute Resolution Board**") in accordance with the procedure set-forth in Schedule P to the Concession Agreement. The decision(s) of the Dispute Resolution Board shall be binding on both Parties who shall promptly give effect to unless and until the same is revised/modified, as hereinafter provided, in an Arbitral Tribunal.

34.3 Dispute Resolution by Arbitration

(a) Arbitration Procedure

If a Dispute is not resolved within 30 (thirty) days after the service of a Dispute Notice, whether or not a Dispute Meeting has been held, any Party to the Dispute shall be entitled to refer the Dispute to arbitration to be finally resolved in the manner set out in this Clause 34.2 by issuing a notice to the other Parties (**Notice of Arbitration**). This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding.

(b) Appointment of Arbitrator

If a Dispute is referred to arbitration by a Party, such Dispute shall be resolved by 3 (three) arbitrators comprising of one arbitrator appointed by the Concessionaire, one arbitrator appointed by the Authority and the third arbitrator appointed by the first two arbitrators appointed by the Parties. If a Party fails to appoint an arbitrator within 30 (thirty) days after service of the Notice of Arbitration, such arbitrator shall be appointed in accordance with the Arbitration Act.

(c) Venue, Language and Rules of Arbitration

The venue of the arbitration shall be the city of Bengaluru, Karnataka (India) and the language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration Act.

(d) Award and Apportionment of costs

(i) The arbitration award of the arbitrator shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing.

(ii) The costs of arbitration and the manner of bearing such costs shall be determined by the arbitrator.

(e) Law Governing the Arbitration

The arbitration shall be governed by the laws of India.

34.4 Survival

The provisions of this Article 34 shall survive the termination of this Agreement.

34.5 Continuity of Obligations Pending Dispute Resolution

Notwithstanding the existence of any Dispute referred to under this Article 34 or any ongoing proceedings under the Dispute Resolution Board or arbitration, the Parties shall continue to perform their respective obligations under this Agreement in accordance with its terms, and no Party shall suspend, delay or otherwise impair the performance of its obligations under this Agreement by reason of such Dispute. The Project shall continue to operate and function in accordance with the provisions of this Agreement unless otherwise directed by a competent court, arbitral tribunal, or as expressly provided under this Agreement.

ARTICLE 35: MISCELLANEOUS

35.1 Survival

(a) Any cause or action which may have occurred in favour of any Party or any right which is vested in any Party under this Agreement as a result of any act, omission, deed, matter or thing done or omitted to be done by any Party before the expiry of the Concession Period or by efflux of time or otherwise in accordance with this Agreement, shall survive the expiry of the Agreement.

(b) The provisions of this Agreement, to the fullest extent necessary to give effect thereto, survive the Concession Period or the termination of this Agreement and the obligations of Parties to be performed or discharged following the termination of this Agreement, shall accordingly be performed or discharged by the Parties.

35.2 Entire Agreement

The Parties hereto acknowledge, confirm and undertake that this Agreement and the RFP constitutes the entire understanding between the Parties regarding the development of the Project and supersedes all previous written or oral representations and/or arrangements regarding the Project.

35.3 Non-exhaustive Remedies

(a) Save and except as provided in this Agreement, the remedies available to the Concessionaire under this Agreement are not exhaustive and the Concessionaire and third parties shall be entitled to all other rights and remedies and to take all actions in law and in equity in addition to the remedies provided for herein.

(b) Save and except as provided in this Agreement, the exercise of any rights by any Party under this Agreement shall not preclude such Party from availing of any other rights or remedies that may be available to it under this Agreement or any other agreement in relation to the Project. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

35.4 Notices

(a) Any notice or request in reference to this Agreement shall be written in English language and shall be sent by email, registered post, courier or facsimile and shall be directed to the other Party at the address mentioned below:

Authority :	Attention: [•]
Address:	[•]
Tel:	[•]
Fax:	[•]
Email:	[•]
	Attention: [•]
Concessionaire :	
Address:	[•]
Tel:	[•]
Fax:	[•]
Email:	[•]

(b) Any notice or demand served by registered post or courier shall be deemed to be duly served 48 (forty eight) hours after posting and a notice or demand sent by facsimile shall be deemed to have been served at the time of its transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent by registered post or courier, addressed and placed in the post and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred above.

(c) Any Party may change the above address by prior written notice to the other Parties.

35.5 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka.

35.6 Counterparts

This Agreement may be executed in 3 (three) counterparts, each of which, when executed and delivered, will be an original, and the 3 (three) counterparts together shall constitute one and the same instrument.

35.7 Language

(a) The formal text of this Agreement and other agreements in relation to the Project shall be in the English language.

(b) All notices and communications between the Parties under this Agreement shall be in English and all arbitration proceedings undertaken pursuant to this Agreement shall be conducted in English.

35.8 Confidentiality

(a) No recipient Party shall, without the prior written consent of the disclosing Party, at any time divulge or disclose or suffer or permit its representatives to divulge or disclose to any person or use for any purpose unconnected with the Project any Confidential Information during the Concession Period and for a period of 5 (five) years after the expiry or termination of this Agreement, except to its representatives officers, directors, advisors, employers, agents and Associates (including Authority Related Parties and the Concessionaire Related Parties) who have a legitimate need to know the Confidential Information in order to perform their duties relating to the Agreement

(b) This Clause 35.8 shall not apply to Confidential Information, which:

(i) at the time of disclosure or thereafter has become part of public knowledge or literature without a breach of this Agreement;

(ii) is already in the possession of the Party receiving such Confidential Information before it was received from any other Party and which was not obtained under any obligation of confidentiality from the Party which disclosed such information;

(iii) was obtained from a third party (other than one disclosing it on behalf of a Party) who was free to divulge the same and who was not under any obligation of confidentiality in relation to such Confidential Information to the Party, which disclosed the information;

(iv) is disclosed by the Concessionaire to the Lenders, any actual or bona fide potential shareholders, investors or bankers (and their professional advisers) of the Concessionaire;

(v) is required to be disclosed pursuant to any legal and mandatory requirement of any court, legislative or administrative body or any Government Authority, or the rules of any applicable stock exchange;

(vi) is disclosed by the Concessionaire to its Associates or the permitted assignees and transferees;

(vii) is disclosed to actual or prospective insurers, re-insurers and insurance brokers;

(viii) is disclosed to any professional advisors or consultants of any Persons to whom a Party is entitled to disclose Confidential Information under this Clause 35.8(b);

(ix) is disclosed to any Person in connection with the dispute resolution provisions under this Agreement;

(x) is independently developed by the receiving Party without reliance on the Confidential Information disclosed by the disclosing Party; or

(xi) is disclosed to any Government Authority or any other body in any relevant jurisdiction in connection with the obtaining or renewal of any Applicable Permit required for the Project.

(xii) Provided that the Party making a disclosure of Confidential Information pursuant to (iv) and (vi) to (ix) (inclusive) above shall ensure that any Person to whom it makes such disclosure undertakes to hold such Confidential Information subject to the same confidentiality obligations as those set out in Clause 35.8(a) above.

(c) A Party making a disclosure of Confidential Information pursuant to Clause 35.8(a) shall,

(i) at the time of making such disclosure, inform its representatives and Associates of their obligation of confidentiality pursuant to this Agreement and ensure their compliance; and

(ii) be liable for any breach of such obligations by such representatives and Associates.

(d) In the event that a Party is required or requested to make a disclosure of Confidential Information referred to in Clause 35.8(b)(v) above, such Party shall prior to such disclosure (to the extent permissible by Applicable Law) use its best efforts to promptly notify the disclosing Party or its Associate so that appropriate protection order and/or other action can be taken if possible. In the absence of such a protection order restricting disclosure, the Party required to make such disclosure may disclose only that portion of the Confidential Information which it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.

(e) The recipient party agrees that it, its Associates and representatives shall, upon request by the disclosing Party promptly:

(i) return, and use all reasonable endeavours to procure that any third party to whom the recipient party has disclosed the Confidential Information pursuant to this Agreement shall return, all the Confidential Information that is in tangible form (including, without limitation, Confidential Information contained on compact discs or other electronic storage media or devices) furnished, together with any copies or extracts; and

(ii) destroy, and use all reasonable endeavours to procure that any third party to whom the recipient party has disclosed the Confidential Information pursuant to this Agreement shall destroy, all analysis, compilations, studies or other documents which have been prepared and which reflect or refer to any Confidential Information,

provided that the recipient party shall be entitled to retain such Confidential Information which forms part of the permanent records of the recipient party or its Associates and which was prepared for the purposes of the review or decision-making process of the recipient party or such Affiliate and/or which the recipient party or its Associates is required to retain by Applicable Law if it continues to keep such Confidential Information confidential in accordance with this Agreement.

35.9 Amendments

(a) Any provision of this Agreement may be amended, supplemented or modified only by an agreement in writing signed by the Parties.

(b) A Party may at any time request the other to enter into discussions to review the operation of any part of this Agreement and, but without commitment by the other Parties, to determine whether it should be amended by mutual agreement provided that, unless there is such mutual agreement, the provisions of this Agreement (as then most recently, if at all, amended) shall continue to apply whatever the outcome of any such discussions or review and whether or not any such discussions or review take place.

35.10 Waivers and Consents

(a) Unless otherwise specified, any provision or breach of any provision of this Agreement may be waived before or after it occurs only if evidenced by an agreement in writing signed by the Parties.

(b) Any consent under or pursuant to any provision of this Agreement must also be in writing and given prior to the event, action or omission for which it is sought.

(c) Any such waiver or consent may be given subject to any conditions thought fit by the Party giving it and shall be effective only in the instance and for the purpose for which it is given.

35.11 Severability

(a) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any Applicable Law, the legality,

validity or enforceability of the remaining provisions will not, in any way, be affected or impaired.

(b) The Parties shall negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

35.12 Assignment

(a) Except as expressly permitted in this Agreement, the Concessionaire shall not be entitled to divest, transfer, assign or novate all or substantially all of its rights, interests, benefits and obligations under this Agreement, without the prior written consent of the Authority.

(b) The rights and obligations of the Authority under this Agreement shall not be assigned, novated or otherwise transferred (whether by virtue of any Applicable Law or otherwise) to any Person other than a public body or a government company or a statutory corporation that:

(i) is a single entity;

(ii) acquires the whole of the Agreement;

(iii) has the legal capacity, power and authority to become a party to and to perform the obligations of the Authority under this Agreement, as the case may be; and

(iv) has sufficient financial standing or financial resources to perform the obligations of the Authority under this Agreement.

35.13 No Agency or Partnership

Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency between the Parties and no Party shall have any authority to bind, commit or make any representations on behalf of any other Party.

35.14 Costs and Expenses

(a) Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement, the Substitution Agreement and the Escrow Agreement.

(b) The Concessionaire shall bear the applicable stamp duty and registration fee (if applicable) in respect of this Agreement, the Substitution Agreement and the Escrow Agreement.

35.15 Reservation of Rights

No forbearance, indulgence, relaxation or inaction by the Concessionaire at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Authority to require performance of that provision, and no delay in exercising or omission to exercise any right, power or remedy accruing to the Authority upon any default or otherwise under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Authority in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Authority in respect of any other default.

35.16 Third Parties

This Agreement and all rights hereunder are intended for the sole benefit of the Parties and, to the extent expressly provided, for the benefit of the Authority Related Parties, the Concessionaire Related Parties and the Lenders, and shall not imply or create any rights on the part of, or obligations to, any other Person.

35.17 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agree that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets; and

(c) consent to the enforcement of any judgment or award against them in any such proceedings.

In witness whereof the Parties hereto have signed this Agreement on this_____day of _____.

BANGALORE WATER SUPPLY AND SEWERAGE BOARD (AUTHORITY)

By:

Name:

Title:

[***Insert name of the Concessionaire***] (CONCESSIONAIRE) By:
Name:

Title:

SCHEDULES

Schedule A: Scope of Work

1. The scope of work of the Concessionaire shall include but shall not be limited to the following:

   (a) Undertake topographical and geotechnical surveys of the proposed sites,
   (b) Detailed engineering and process design of various Plant Facilities, preparation of design reports, general alignment (GA) drawings, process flow charts, civil, mechanical, electrical and instrumentation drawings etc complete
   (c) supply, erection, installation, commissioning and maintaining the Plant Facilities and Plant Infrastructure;
   (d) procurement of all materials and fabrication of equipment (to be carried out at workshop of the Concessionaire and not at the Project Site. However, PEB structures for shed for minimum fabrication may be carried out at the Project Site);
   (e) arranging all construction equipment and tools at the Project Site;
   (f) arranging and executing the construction work (civil and structure work required for the prefabricated sheds, each of at least 1000 sqm size in adherence of relevant IS Standards including the foundation, support etc.) at the Project Site;
   (g) installation and erection of various electro-mechanical and instrumentation equipment
   (h) carry out commissioning and stabilization activities of the Plant Facilities;
   (i) ensure that required manpower is available at the Project Site;
   (j) plan, prepare, engineer and execute of the Project, ensuring appropriate storage;
   (k) liaison work with statutory bodies for the approvals (if any) to establish and operate the Plant Facilities;
   (l) Store CBG Output in gas holder (gas balloon) of min. 10m3 capacity followed by compression and transfer to the Authority within the STP battery limit.

2. The Plant Facilities should consist of the key components as provided herein below. However, the Concessionaire's scope includes supply of all necessary items required for the installation and commissioning of the Plant Facilities at Project Site.
   (a) Raw biogas flow meter
   (b) Biogas transfer blower with VFD to purification system inlet
   (c) Pre-treatment unit (if any) for ammonia removal etc. (ammonia ranging from 800 – 1400 ppm v/v as per site)
   (d) De-sulphurisation unit [max. H2S concentration 500 ppm v/v)
   (e) Dehumidifier
   (f) Activated carbon adsorption units for final polishing of Raw Biogas before purification system
   (g) VPSA and /or membrane separation-based biogas enrichment units including media/ gas separation membrane

(h) Purified Biogas storage (as vendor’s requirement for process optimization)
(i) Biogas compressor with VFD
(j) Purified gas flow meter
(k) Pressure sensors
(l) Online gas content analysers
(m) Online Gas Chromatograph System for real time quality analysis of CBG Output
(n) All necessary blowers, compressors, flow control valves (gate, globe, ball, solenoid), pressure relief and sustaining valves
(o) All internal and external piping
(p) All electrical and electronic panels with controls All electronic and digital instrumentation for measurement and monitoring temperature, flow, pressure, gas detection, process media status, alerts, alarms etc
(q) PLC capable of full automated operations of the plant and performance monitoring
(r) GSM based data transfer system to all concern authorities regarding plant operation parameters.
(s) All health and safety equipment in compliance to safety standards and applicable laws
(t) All other necessary equipment, materials, and spares

3. List of Equipment and Facilities

Following is the minimum list of Equipment which is indicative to be supplied and developed by Concessionaire at site. Any Equipment that may be required to complete the

a) Main HT ISOLATOR - 1
b) Main Transformer HT to LT with Switch Yard - 1
c) Raw Biogas Storage Baloon and Blower 1500 M3 – 1 (Where necessary)
d) H2 S Removal Unit / Scrubber
e) Dehumidifier System
f) CO2 removal / Gas Purification System Package
g) CNG Buffer Tank with Metering Skid - 1
h) CNG Compressors
i) Injection Manifold - 1
j) Associated Piping (Lot) 1
k) Associated Valves Fitting Instruments Electrical Earthing (Lot) 1
l) Power and Motor Control Centre 1
m) Centralized PLC System for Entire Plant with HMI / EWS/ OWS 1
n) Instrument Air Package
o) Emergency Power / DG set 1
p) Fire Water Under Ground Tank 1
q) Firefighting system with pumps etc. 1

Facilities

a) Office with Pantry - About 1000 SQ Feet
b) Security Room & Rest Room
c) Laboratory

d) Control Room
e) Power Distribution Room
f) Foundation for All Item
g) Shed for Required Facilities
    i. H2S Scrubbing
    ii. Biogas Purification
    iii. Compression (and injection)
    iv. Misc. Equipment, Shop Floor

Site Development

a) Main Gate, Material in/Out Gate
b) Boundary Fencing
c) Vehicle Parking Area
d) Internal Roads
e) Beautification
f) Man Way / Walk Way

Key Activities and Tasks

The key activities listed below are not intended to define each and every task related to each individual piece of equipment or material but provide an overview to the Concessionaire of the scope of work and the main components. These shall be read in conjunction with the specifications, drawings and other documents included in the technical specifications.

- Pre-Engineering Survey for detail engineering and supply of temporary and permanent material, installation, construction and commissioning of new facilities
- Site Preparation, Investigations
- Detail engineering including preparation and submission of design calculations, drawings, data sheets of equipment, based on the Technical Package.
- Conduct HAZOP with the participation of the Authority, Engineering Consultant & Equipment manufacturers and submission of its report to the Authority/IE for approval and implementation.
- Obtaining approval of engineering documents from the Authority, consultant, regulatory and statutory bodies.
- All material Procurement including bought out items / systems.
- Inspection of material at shop by TPI agency as specified in the tender.
- FAT, SAT, calibration, testing of instruments
- Supply, clearing, forwarding, transportation, port handling, unloading, storage, safety, security of all materials required for successful completion of the project.
- All works associated with
    - Construction
    - Erection
    - Installation
    - Integration
    - Mechanical Completion
    - Pre-commissioning
    - Commissioning
    - PGTR and Handover.
- Safety permit clearance from the Authority/IE and to meet all the

statutory requirement and guidelines of the Authority to obtain the safety and work permit for executing the job.

- All safety requirements including safety barricading of the area as per the requirement of the Authority / IE. HSE team for carrying out the work permit condition shall be provided by the Concessionaire.
- Obtaining permits / permission from site in-charge / the Authority for necessary construction, erection and hot work as applicable
- Concessionaire shall ensure the progress of work and completed work shall obtain certification / approval from Engineer In-charge / The Authority for the purpose of progress reporting and invoicing.
- Concessionaire shall provide necessary barricading of the area of fabrication, construction, and erection for protection and safe installation of facilities complying with HSE requirements of the Authority
- Concessionaire shall seek approval from statutory authorities – OISD, CEA, PESO, IBR, Factory Inspector(s), etc.
- Manufacturing and shop fabrication, modification work, erection, construction, installation, testing, hook up, of all items covered in Concessionaire's technical proposal.
- All civil works including but not limited to land development of complete plant, site grading/levelling, road construction, boundary wall development with gates etc work as per scope.
- All mechanical, electrical, instrumentation works related to piping, process modules, painting, insulation and fire protection including but not limited to following.

Concessionaire to ensure, implementation of environmental mitigation measures as per the specifications listed in the contract document as furnished below during the preconstruction and construction period.

- Protection of vegetation
- Run off and erosion control.
- Dust control.
- Air quality control.
- Noise abatement measures.
- Aesthetic enhancement.
- Disposal of construction waste.

Concessionaire shall provide early warning to the Authority / IE about the bottlenecks / hindrance if encountered during execution and suggesting corrective measure to be undertaken by the client. Videos and photographs shall be taken during various construction activities for the review by the Authority / Independent Engineer and maintain documentation of all the activities of the project. Concessionaire to prepare completion reports in compliance with contract documents and obtain approval of the client.

The scope of the Concessionaire includes carrying out commissioning of the unit and systems separately and as the complete system. The Performance Guarantee tests run (PGTR) shall be conducted by the Concessionaire in accordance with parameters for PGTR as defined in technical bid package, design basis and process data sheets.

With respect to the design, construction, testing, commissioning and performance guarantee test of the plant, the Concessionaire shall ensure that all defects and deficiencies found during the course of testing and commissioning are rectified within specified time and no additional cost to the Authority. performance guarantee test run (PGTR) of the entire plant for 72

hours. With a view to minimize site fabrication work, the Concessionaire may consider prefabricated pipe work, structural, and Modular equipment/ packages as a single skid to minimize construction work at site. Concessionaire shall submit Schedule for submission of all engineering documents and drawings during kick off meeting. This schedule will be discussed and finalized for execution.

Concessionaire's scope of work/supply shall also include the following:

- Documentation including As-Built Data Folders, operating and commissioning manual. Guarantees as per General terms & conditions of the contract.
- Any other item not specified above but required for making the unit complete, safe, operable and consistent with good engineering practices.
- Including tools and spares for start-up, commissioning complete as per contract document. Supply of tools, mandatory spares and Operational spares
- Package and specification along with Supply of commissioning spares and materials

Rules and Regulations:

All the facilities shall conform to all Local Rules and Regulations, Factory Inspector Rules, OISD norms, etc. whichever is more stringent. Any deficiency as pointed out by Internal and External audit team of OISD or other regulatory bodies shall be rectified by the Concessionaire within the scope of supply and/or Work and this shall not for the basis of any extra claim.

Getting the approval of the various documents through the various authorities shall be in the Concessionaire's scope at no extra cost to the Authority /IE.

Concessionaire shall obtain the license for storage of any type and quantity of gases needed for the construction activities.

House Keeping

Concessionaire shall undertake housekeeping including sweeping to maintain cleanliness, sanitation, removing excess materials, temporary facilities, scaffolding on regular basis and providing adequate number of temporary toilets for both male and female for Concessionaire's staff etc. in the battery limit area during execution of the job. Use of Scaffolding other than Steel of standard make shall not be permitted.

Operations and Project Management

Concessionaire would be required to assign their Project Management Team and Give a Brief Details of their team with their technical Bid with Key persons and their roles and responsibilities Project Specific team has to be formed and introduced during Kick of Meeting to be held Post award of contract. Minimum of following Key persons are expected to be members of teams from the Concessionaire

- Overall Project Manager for entire Project
- Process Engineer with knowledge of Entire Process

- Operations Engineering (At each Site)
- Mechanical (At each Site)
- Electrical & Instruments (At each Site)
- Site Erection and Activities (At each Site)
- Plant Operation Staff (At each Site)

Concessionaire would present their Entire Organisation Chart for Execution of Entire Project from inception to PGTR and O&M After successful PGTR. Roles and Responsibilities of Each Person will have to be defined by the Concessionaire.

In case the Authority finds any of the person appointed by the Concessionaire is found not suitable / non effective for the project, Concessionaire would replace the person in the interest of the project It would be sole responsibility of the Concessionaire to execute the project as per the agreed schedule and take all corrective action as and when there is a concern which should be brought to notice of the Authority along with corrective action. A weekly meeting between Project In charge of Concessionaire and the Authority is envisaged for review and key notes to be recorded, and a Bi-monthly Project Review is to be carried with presence of all Key Personals from Concessionaire and Client. Once the Project is awarded the Concessionaire would Open the site office within two weeks and mobilize the required team in without delay. Detailed Project implementation schedule would be discussed and finalised during Kick of Meeting and which has to be strictly adhered to without any excuses and reasons.

Schedule B: Project Site

1. The Project Site

1.1. The Project Site of the Project shall be identified area of ~13,000 sq.m. at the below-mentioned STPs identified by the Authority:

#	STP	Storage	Actual gas	Exact location	Lat-long

		capacity	generation (m3/day)		details
1	**K & C Valley (ASP)**	150 MLD	8400	WMQ5+8RC, Bellandur, Bengaluru, Karnataka 560017	12.938307785840077, 77.65950875058124 (12°56'17.9"N 77°39'34.3"E)
2	**K & C Valley (ASP)**	60 MLD	3600	WMR4+28C, Bellandur. Bengaluru, Karnataka 560017	12.940060689343108, 77.6557730276502 (12°56'23.8"N 77°39'20.8"E)
3	**Bellandur Amanikere (ASP)**	90 MLD	5940	WPQ8+WP2, Balagere Road, Bengaluru, Karnataka 560087	12.939789361763623, 77.71677858697302 (12°56'23.2"N 77°43'00.4"E)
4	**Hebbal (SBR)**	100 MLD	2000	2JV4+433, Nagavara, Bengaluru, Karnataka	13.042768214956514, 77.6051571277998 (13°02'34.0"N 77°36'18.5"E)
5	**V Valley (ASP)**	150 MLD	8550	WGPF+393, Pantarapalya, Nayanda Halli, Bengaluru, Karnataka 560039	12.935148398729208, 77.52341400321703 (12°56'06"N 77°31'24"E)
	Total	**550 MLD**	**28,490**		

Indicative maps of the Project Site

Belandur Amanikere STP
Legend
Purification Plant 3K Sqm
Purification Stn 3K Sqm
Google Earth
100 m
N

K&C Valley 60+150MLD STP
Legend
K&C
Purification Plant 4k Sqm
Purification Plant 4k Sqm
BWSSB Rd
K&C 60MLD
K&C 150MLD
Google Earth
Image © 2025 Airbus
200 m
N

Schedule C: Concessionaire's Applicable Permits

1. The Concessionaire shall, as required under Applicable Laws, obtain all the Applicable Permits. The indicative list of the Applicable Permits is as follows:

   (a) Consent to establish and Consent to operate under the provisions of the Water (Prevention and Control of Pollution) Act, 1974;

   (b) Consent to establish and Consent to operate under the provisions of the Air (Prevention and Control of Pollution) Act, 1981;

   (c) Fire clearance by Fire Service Department and

   (d) Environmental Clearance.

2. It is expressly provided that the responsibility of the Authority shall be limited to providing assistance in obtaining the above Applicable Permits. The Concessionaire, at its own risk and cost, shall be solely responsible for obtaining and adhering to the conditions of Applicable Permits. The Concessionaire shall responsible for making its fully aware about terms and conditions of the Applicable Permits. Also, the Concessionaire will need to seek such approvals during the Construction Period itself, which will be governed by the provisions stipulated in the Concession Agreement.

3. The Concessionaire shall obtain the required Applicable Permits from the relevant local authorities, as per Applicable Laws, for construction and operation of the Plant Facilities and Plant Infrastructure.

Schedule D: Format for Performance Security

WHEREAS:

(A). ....., (the "**Concessionaire**") and the **Bangalore Water Supply And Sewerage Board** represented by theCheif Engineer - Projects**], Bangalore Water Supply And Sewerage Board** (the "**Authority**") and having its principal offices at ***3rd Floor, Cauvery Bhavan, Bengaluru, Karnataka*** have entered into a Concession Agreement dated ..... (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking the development, operation, maintenance and management of the Project at ..... in ..... on design, build, finance, supply, install, operate, maintain and transfer ("**DBFOT**") basis, subject to and in accordance with the provisions of the Agreement.

(B). The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of INR ..... Crore (Indian Rupees ..... Crore Only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period (as defined in the Agreement).

(C). We, ... through our Branch at ..... (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of a Secretary or equivalent, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending

before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect after expiry of a period of 90 (ninety)from the COD, and provided the Concessionaire is not

in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of _____ from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this .....day of ..... 2024 at .....
SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)
NOTES:

(i) *The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.*

(ii) *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

Schedule E: Format For O&M Security

WHEREAS:

(A). ....., (the "**Concessionaire**") and the **Bangalore Water Supply And Sewerage Board** represented by the **[*insert details*], Bangalore Water Supply And Sewerage Board** (the "**Authority**") and having its principal offices at **[*insert details*]** have entered into a Concession Agreement dated ..... (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking the development, operation, maintenance and management of the Project at ..... in ..... on design, build, finance, supply, install, operate, maintain and transfer basis, subject to and in accordance with the provisions of the Agreement.

(B). The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of INR ..... Crore (Indian Rupees ..... Crore Only) (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the O&M Period (as defined in the Agreement).

(C). We, ... through our Branch at ..... (the "**Bank**") have agreed to furnish this Bank Guarantee by way of O&M Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of a Secretary or equivalent, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the O&M Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any

court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The O&M Security shall cease to be in force and effect after expiry of the Concession Period of the last Plant Facility, and provided the Concessionaire

is not in breach of this Agreement. Upon request made by the Concessionaire for release of the O&M Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the O&M Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of _____ from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this .....day of ..... 2024 at .....
SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(iii) *The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.*

(iv) *The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.*

Schedule F: Project Completion Schedule

1. Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule E for each of the Plant Milestones and Scheduled COD (the "**Project Completion Schedule**"). Within 15 (fifteen) days of the date of each Plant Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof.

1.1. Plant Milestone-I

Plant Milestone-I shall occur on the date falling on the 90th (ninetieth) day from the Effective Date (the "**Plant Milestone-I**"). Prior to the occurrence of Plant Milestone-I, the Concessionaire shall have commenced construction of the Plant Facility and expended not less than 25% (twenty-five per cent) of the Aggregate Project Cost set forth in the Financial Package.

1.2. Plant Milestone-II

Plant Milestone-II shall occur on the date falling on the 180 (one hundred eightieth) day from the Effective Date (the "**Plant Milestone-II**"). Prior to the occurrence of Plant Milestone-II, the Concessionaire shall have commenced construction of the Plant Facility and expended not less than 50% (fifty per cent) of the Aggregate Project Cost set forth in the Financial Package.

1.3. Project Milestone-III

Plant Milestone-III shall occur on the date falling on the 270th (two hundred and seventieth) day from the Effective Date (the "**Plant Milestone-III**"). Prior to the occurrence of Plant Milestone-III, the Concessionaire shall have commenced construction of the Plant Facility and expended not less than 75% (seventy-five per cent) of the Aggregate Project Cost set forth in the Financial Package.

1.4. Scheduled COD

The Scheduled COD shall occur within 12 (twelve) months of the Effective Date (the "**Scheduled Completion Date**"). On or before the Scheduled COD, the Concessionaire shall have completed the Plant Facilities and the Plant Infrastructure in accordance with this Agreement.

1.5. Extension of period

Upon extension of any or all of the aforesaid Plant Milestones or the Scheduled COD, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

Schedule G: Format for Milestone Completion Certificate

To whom it may concern

In consideration of the requirements of conditions of Article 16 of the Agreement and the Concessionaire's application for a Milestone Completion Certificate for the completion of Plant Milestone [●] of the Plant Facility at [●], the Authority hereby grants the Milestone Completion Certificate. This Milestone Completion Certificate is issued with the understanding that the requirements under Schedule F in relation to Plant Milestone [●] have been met by the Concessionaire.

Signed this ..... day of ....., 2025 at .....
AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of
The Concessionaire by:

For and on behalf of
The Authority by:

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

Schedule H: Format for Acceptance Certificate

To whom it may concern

In consideration of the requirements of conditions of Article 16 of the Agreement and the Concessionaire's application for the Acceptance Certificate for the successful completion of the Trial Operations of the Plant Facility of the Plant Facility at [●], the Authority hereby grants the Acceptance Certificate. This Acceptance Certificate is issued with the understanding that the requirements under Clause 16.1 (c) have been met by the Concessionaire.

Signed this ..... day of ....., 2025 at .....
AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of
The Concessionaire by:

For and on behalf of
The Authority by:

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

Schedule I: Format for COD Certificate

To whom it may concern

In consideration of the requirements of conditions of Article 17 of the Agreement and the Concessionaire's application for the COD Certificate for the successful commencement of the commercial operations of the Plant Facility of the Plant Facility at [●], the Authority hereby grants the COD Certificate. This COD Certificate is issued with the understanding that the requirements under Clause 17.1 have been met by the Concessionaire.

Signed this ……. day of ……., 2025 at …….
AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of
The Concessionaire by: The Authority by:

(Signature)
(Signature)
(Name)
(Name)
(Designation)
(Designation)
(Address)
(Address)

Schedule J: Format for Construction Completion Certificate

To whom it may concern

In consideration of the requirements of conditions of Article 16 of the Agreement and the Concessionaire's application for the Construction Completion Certificate for the successful completion of construction of the Plant Facility of the Plant Facility at [●], the Authority hereby grants the Construction Completion Certificate. This Construction Completion Certificate is issued with the understanding that the requirements under Clause 16(a) of the Agreement have been met by the Concessionaire.

Signed this ……. day of ……., 2025 at …….
AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of
The Concessionaire by:

For and on behalf of
The Authority by:

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

Schedule K: Format for Escrow Agreement

THIS ESCROW AGREEMENT is entered into on this the .... day of ....., 2025.

AMONGST

1. ..... , Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ..... (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2. ..... , (*insert name and particulars of Lenders' Representative*) and having its registered office at ..... acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3. .... (*insert name and particulars of the Project Account Bank*) and having its registered office at ..... (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4. The **Bangalore Water Supply And Sewerage Board** represented by the **[*insert details*], Bangalore Water Supply And Sewerage Board** and having its principal offices at **[*insert details*]** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);

WHEREAS:

A. The Authority has entered into an agreement dated ..... with the Concessionaire (the "**Concession Agreement**") for developing Plant Facilities and Plant Infrastructure, in 5 (five) STPs across Authority's jurisdiction on DBFOT basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

B. Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

C. The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound

hereby, the Parties agree as follows:

1. Definitions and Interpretation

1.1. Definitions

Unless contrary to the provisions of this Agreement, the capitalised terms used in the Agreement but not defined in this Agreement, shall have meaning assigned to it under the Concession Agreement. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" shall mean this Project Account Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Concession Agreement**" shall mean the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"**Cure Period**" shall mean the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"**Escrow Account**" shall mean an account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Project Account Default**" shall have the meaning ascribed thereto in Clause 6.1.1 of this Agreement;

"**Lenders' Representative**" shall mean the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Parties**" shall mean the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"**Payment Date**" shall mean, in relation to any payment specified in Clause 4.1 of this Agreement, the date(s) specified for such payment; and

"**Sub-Accounts**" shall mean the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 of this Agreement would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment

Date(s);

1.2. Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3, and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. Escrow Account

1.1. Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Project Account Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

1.2. Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow

Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

1.3. Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Effective Date, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

1.4. Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1 of this Agreement.

1.5. Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

1.6. Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3. Deposits into Escrow Account

1.1. Deposits by the Concessionaire

2.3.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) All funds constituting the Financial Package;

(b) All revenues from the usage of the Plant Infrastructure and its Associated Services;

(c) All payments to be made to the Authority;

(d) All capital and / or revenue subsidy, if any, received by the Concessionaire from any Government Instrumentality.

Provided that the Senior Lenders may make direct disbursement to the Contractors and suppliers in accordance with the express provisions contained on this behalf in the Financing Agreements.

2.3.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

1.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Project Account with:

(a) Any monies to be disbursed by the Authority to the Concessionaire;

(b) all Revenues collected by the Authority, if any, in exercise of its rights under the Concession Agreement; and

(c) Termination Payments.

Provided that, notwithstanding the provisions of Clause 4.1.1 of this Agreement, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire and the balance remaining shall be deposited into the Escrow Account.

1.3. Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. Withdrawals from Escrow Account

1.1. Withdrawals during Concession Period

2.3.1 At the beginning of every year, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts, if any, in the relevant Sub-Accounts for making due payments, and if such payments are not due in any year, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) all Taxes due and payable by the Concessionaire for and in respect of the Project;

(b) all payments relating to development of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

(e) Concession Fee due and payable to the Authority;

(f) monthly proportionate provision of Debt Service due in an Accounting Year;

(g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

(h) monthly proportionate provision of Debt Service payments due in an Accounting Year in respect of Subordinated Debt;

(i) any reserve requirements set forth in the Financing Agreements and

(j) balance, if any, in accordance with the instructions of the Concessionaire.

2.3.2 No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Project Account Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1 of this Agreement; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

1.2. Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

(a) all Taxes due and payable by the Concessionaire for and in respect of the Project.

(b) 90% (Ninety per cent) of Debt Due less Insurance Cover, excluding Subordinated Debt;

(c) Outstanding Concession Fee;

(d) all payments due and payable under this Agreement and/or Damages certified by the Authority as due and payable to it by the Concessionaire;

(e) retention and payments relating to the liability for defects and deficiencies set forth in this Agreement;

(f) outstanding Debt Service including the balance of Debt Due;

(g) outstanding Subordinated Debt;

(h) incurred or accrued O&M Expenses;

(i) any other payments required to be made under this Agreement; and

(j) balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-Clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

1.3. Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall

apply such funds in the serial order of priority until exhaustion thereof.

1.4. Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Project Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

1.5. Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 31 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5. Obligations of the Escrow Bank

1.1. Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank,

1.2. Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Project Account and Sub-Accounts as at the close of business on the immediately preceding business day.

1.3. Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within

the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

1.4. No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Project Account Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Project Account Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

1.5. Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. Project Account Default

1.1. Project Account Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub- Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. Lender's Covenant

The Senior Lenders acknowledge the provisions of this Agreement and agree to the Authority's right to be paid from the Concession Fee, the Additional Concession Fee and other amount due in respect of the terms of the Concession Agreement and hereby expressly permit the Concessionaire to deposit such amount as provided in Clause 3 of this Agreement.

8. Termination of Escrow Agreement

1.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

1.2. Substitution of Escrow Bank

The Concessionaire may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

1.3. Closure of Project Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the

Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2 of this Agreement, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Account Agreement shall be deemed to be terminated.

9. Supplementary Project Account Agreement

1.1. Supplementary Project Account agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary Escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 of this Agreement and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary Escrow Account agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary Escrow Account agreement, the provisions of this Agreement shall prevail.

10. Indemnity

1.1. General indemnity

6.1.1 The Concessionaire shall indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

6.1.2 The Authority shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

6.1.3 The Escrow Bank shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

1.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 of this Agreement or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

11. Dispute Resolution

1.1. Dispute resolution

Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

12. Miscellaneous Provisions

1.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

1.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such

proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

1.3. Priority of agreements

In the event of a conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement. The contents of this Agreement shall prevail over any other agreement executed for the mechanism of the payment between the Concessionaire and the Senior Lenders under the Financing Agreements.

1.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

1.5. Waiver

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Pany; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

1.6. No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

1.7. Survival

6.1.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or

(c) caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

6.1.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

1.8. Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

1.9. Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

1.10. Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing page hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the

foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

1.11. Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

1.12. Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

1.13. Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

THE COMMON SEAL OF THE CONCESSIONAIRE has been affixed

pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ..... day of ..... 2024, hereunto affixed in the presence of ..... , Director, who has signed these presents in token thereof and .....,

Company Secretary / Authorised Officer who has countersigned the same in token thereof:

(Signature)

(Name)

(Designation)

(Address)

(Fax N0.)

(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of PROJECT ACCOUNT BANK by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the

Lenders’ Representative:

(Signature)

(Name)

(Designation)

(Address) (Fax No.)

(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THE AUTHORITY by:

(Signature)

(Name)

(Designation)

(Address) (Fax No.)

(e-mail address)

Schedule L: Vesting Certificate

The **Bangalore Water Supply and Sewerage Board**, represented by the **Chief Engineer -Projects, Bangalore Water Supply and Sewerage Board** (the "**Authority**") refers to the Concession Agreement dated .... (the "**Agreement**") entered into between the Authority and .... (the "**Concessionaire**") for a Project, at ..... in ....on design, build, finance, supply install, operate, maintain and transfer ("**DBFOT**") basis.

The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 33.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this .....day of....., 2024 at.....

AGREED, ACCEPTED AND SIGNED

For and on behalf of Concessionaire by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

l.

2.

Schedule M: Substitution Agreement

This SUBSTITUTION AGREEMENT is entered into on this the .... day of 2024

AMONGST

Bangalore Water Supply And Sewerage Board, represented by the **Chief Engineer – Projects, Bangalore Water Supply And Sewerage Board** and having its principal offices at ***3rd Floor, Cauvery Bhavan, Bengaluru, Karnataka*** (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

.... Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ....., (hereinafter referred to as the "**Concessionaire**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

.... (*insert name and particulars of Lenders' Representative*) and having its registered office at ....., acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

(i) The Authority has entered into a Concession Agreement dated with the Concessionaire (the "**Concession Agreement**") for the Project at ..... in .....on design, build, finance, supply, install, operate and transfer basis, and a copy of which is annexed hereto and marked as Annex-A to form pan of this Agreement.

(ii) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(iii) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

(iv) In order to enable implementation of the Project including its financing, construction, development, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a

Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions And Interpretation

1.1. Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" shall mean this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Financial Default**" shall mean occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Concessionaire for a minimum period of 3 (three) months;

"**Lenders' Representative**" shall mean the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" shall mean a company, incorporated under the provisions of the Companies Act, 1956/ 2013, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/ transfer of the Concession as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1 of this Agreement; and

"**Parties**" shall mean the parties to this Agreement collectively and "**Party**" shall mean any of the Parties to this Agreement individually.

1.2. Interpretation

1.1.1. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.1.2. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.1.3. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.1.4. The rules of interpretation stated in Clauses 1.2, 1.3, and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this Agreement.

2. Assignment

2.1. Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3. Substitution Of The Concessionaire

3.1. Rights of substitution

Pursuant to the rights, title and interest assigned under Clause 2.1 of this Agreement, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Concessionaire either individually or collectively.

3.2. Substitution upon occurrence of Financial Default

1.1.1. Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Authority for its information and record, A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

1.1.2. Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

1.1.3. At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the Project in accordance with the provisions of Article 31 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days.

3.3. **Substitution upon occurrence of Concessionaire Default**

2.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

2.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and

eighty) days by a period not exceeding 90 (ninety) days; provided further that the Lenders' Representative may at any time withdraw its representation hereunder and upon such withdrawal, the Authority may terminate this Agreement in accordance with the provisions hereof.

3.4. **Procedure for substitution**

1.1.1. The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2 of this Agreement, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

1.1.2. To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for prequalification of the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

1.1.3. Upon selection of a Nominated Company, the Lenders' Representative shall, request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Concession Agreement;

(b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and

(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

1.1.4. If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority shall thereupon transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the

Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

1.1.5. The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

3.5. Selection to be binding

The decision of the Lender's Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4. Project Agreements

4.1. Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the

Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5. Termination of Concession Agreement

5.1. Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of 32.2 of the Concession Agreement.

5.2. Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3.2 of this Agreement, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

5.3. Realisation of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the Debt Due upon Termination of the Concession Agreement. For realisation of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Project Account in accordance with the provisions of the Project Account Agreement.

6. Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7. Indemnity

7.1. General indemnity

1.1.1. The Concessionaire shall indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

1.1.2. The Authority shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

1.1.3. The Lenders' Representative shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2. **Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 of this Agreement or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. Dispute Resolution

8.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lender's Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the international

Centre for Alternate Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

9. Miscellaneous Provisions

9.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3. Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5. **Waiver**

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6. **No third-party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7. **Survival**

Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

9.8. **Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9. **Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10. **Notices**

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11. **Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12. **Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13. **Original Document**

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS

AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the .. day of 20 .... .. hereunto affixed in the presence of ...., Director, who has signed these presents in token thereof and . . . ., Company Secretary / Authorised Officer who has countersigned the same in token thereof:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the Lender’s Representative

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(e-mail address)

For and on behalf of THE AUTHORITY by

(Signature)

(Name)

(Designation)

(Address)

(Fax N0.)

(e-mail address)

SIGNED, SEALED AND DELIVERED

In the presence of

1. 2.

Schedule N: Terms of Reference for Independent Engineer

1. Scope

1.1 These Terms of Reference for the Independent Engineer (the "**TOR**") are being specified in accordance with the Concession Agreement dated .....(the "**Agreement**"), which has been entered into between the Authority and (the "**Concessionaire**") for .... Project in city of..... on design, build, finance, supply, install, operate, maintain and transfer (the "**DBFOT**") basis, and a copy of which is annexed hereto to form part of this TOR.

1.2 This TOR shall apply to construction, operation and maintenance of the Biogas purification and compression project on a PPP basis.

The TOR for the appointment of the Independent Engineer will be as follows:

2. Definitions and Interpretation

2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

The rules of interpretation stated in applicable Articles of the Agreement shall apply, mutatis mutandis, to this TOR.

3. Role and functions of the Independent Engineer

3.1 The role and functions of the Independent Engineer shall include the

following:

(i) review of the Drawings and Documents as set forth in Paragraph 4;

(ii) review, inspection and monitoring of Construction Works as set forth in Paragraph 5;

(iii) review, inspection and testing of Plant Facilities as set forth in Paragraph 5;

(iv) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 5;

(v) review, inspection and monitoring of O&M as set forth in Paragraph 6;

(vi) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 7;

(vii) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;

(viii) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;

(ix) assisting the Parties in resolution of disputes as set forth in Paragraph 9; and

(x) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

4 Development Period

4.1 During the Development Period, the Independent Engineer shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

4.2 The Independent Engineer shall review any modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.

4.3 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.4 The Independent Engineer shall review the detailed design, manufacturing, installation, testing and commissioning plans for the Project sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

4.5 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC contract or any other contract for construction, operation and maintenance of the Project and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

5. Construction Period

5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis

5.2 The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

5.3 The Independent Engineer shall inspect the Construction Works and electromechanical equipment once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th(twentieth)day of each month in any case, and make out a report of such inspection (the "**Inspection Report**") setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works and electromechanical with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Biogas purification and compression facilities. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

5.4 The Independent Engineer may inspect the Plant Facilities more than once in a month if any lapses, defects or deficiencies require such inspections.

5.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For

purposes of this Paragraph 5.5, the tests specified in

a) the IRC Special Publication-47 {Guidelines on Quality systems for Road Bridge (Plain, Reinforced, Pre-stressed and Composite Concrete)} and other relevant Manuals specified by the Authority in relation to structures, buildings, track, equipment and rolling stock (the "**Quality Control Manuals**") or any modification/substitution thereof; and.

b) The Environmental Guidelines for Compressed Biogas Plant (CBG)/Bio-CNG Plants issued and updated from time to time by Central Pollution Control Board (Ministry of Environment, Forest and Climate Change, Govt. of India) and related standards,

c) The applicable documents, guidelines, and requirements as issued by Ministry of Piped and Natural Gas (MoPNG), Government of India, and

d) Other guidelines and requirements as issued by competent authorities from time to time shall be deemed to be tests conforming to Good Industry Practice for quality assurance.

The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

5.6 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 5.5, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.

5.7 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals and the applicable guidelines. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice

5.8 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Plant Facilities is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.

5.9 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Staff in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Staff, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.10 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Staff, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

5.11 If Suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

5.12 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in the applicable guidelines, and issue a Completion Certificate.

5.13 For carrying out its functions under this Paragraph 5.10 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of corresponding Articles of the Agreement and the applicable guidelines.

5.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 13 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire. The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

5.15 Before commencement of supply of CBG Output to the Authority, the Independent Engineer shall oversee the process and verify any test-cum-calibration report from such third-party accredited lab of the detailed composition of CBG Output and the equipment to measure/regulate the quality, composition, calorific value, metering, pressure and safety parameters etc. in accordance with the prevailing standards and practices, and submit the report to the authority. He shall be present for any joint inspection by the Authority for sampling, testing, calibration and measurement etc.

6 Operation Period

6.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply*, mutatis mutandis*.

6.2 The Independent Engineer shall review the O&M Plan furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the O&M Plan.

6.3 The Independent Engineer shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

6.4 The Independent Engineer shall inspect the Plant Facilities, once every month, preferably after receipt of the monthly status report from the Concessionaire, but before the 20th (twentieth) day of each month in any case and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, Maintenance Requirements, Safety Requirements, and other applicable guidelines. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Plant Facilities. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.

6.5 The Independent Engineer may inspect the Plant Facilities more than once in a month, if any lapses, defects or deficiencies require such inspections.

6.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Plant Facilities are in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf. In respect of any defect or deficiency, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

6.7 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.

6.8 The Independent Engineer shall examine the request of the Concessionaire for closure of the Plant Facilities for undertaking maintenance/repair thereof, keeping in view the need to minimize the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer shall monitor

the re-starting of such Facilities, and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.7.

6.9 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth herein.

6.10 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Plant Facilities, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.

6.11 In Independent Engineer shall undertake gas sampling and quantity verification, as and when required by the Authority, under and in accordance with the applicable standards and procedures including but not limited to that The Gross and Net Calorific Value (GCV and NCV), Density and Specific Gravity of the CBG Output shall be measured as per ISO 6976 standard (latest version). The Master instruments used for calibration and testing of equipment will be calibrated from a third-party accredited lab as per ISO 17025 standard. Gas quality parameters shall be as per IS:16087:2016.

7. Audit of Fee collection system

7.1 The Independent Engineer shall, at least once every month, conduct an audit of the working of the automatic fee collection system installed by the Concessionaire, to check its accuracy in recording the inlet and outlet MMBTU of gas and in recording the injected quantity of gas in terms of MMBTU.

8. Termination

At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Plant Facilities for determining compliance by the Concessionaire with the Hand-back requirements set forth in the Agreement and, if required, cause tests to be carried out at the Concessionaire’s cost for determining such compliance. If the Independent Engineer determines that the status of the Plant Facilities is such that its repair and rectification would require a larger amount than the sum set forth in Hand-back Conditions, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

Schedule O: Safety Requirements

1. Management Responsibility

The Concessionaire is required to establish a robust HSE management system:

(a) **HSE Policy & Objectives**: The Concessionaire must have a documented HSE policy and objectives demonstrating the organization's commitment to health, safety, and environmental aspects in its operations.

(b) **Concessionaire's Overall Responsibility**: The Concessionaire is fully responsible for planning and implementing HSE requirements to the satisfaction of Authority/Independent Egineer.

(c) **Designated Safety Personnel**:

(i) **Up to 100 workers**: Designate one safety supervisor to guide workers and impart basic training at least weekly.

(ii) **Above 100 & up to 250 workers**: Deploy one qualified and experienced safety engineer/officer who will guide workers and impart basic training at least weekly. This individual must possess a recognized engineering or technology degree/architecture degree with a minimum of two years of post-qualification construction experience, or a recognized diploma in engineering/technology or a science graduate with a minimum of five years of post-qualification construction experience.

(iii) **Above 250 workers**: One additional safety engineer/officer for every 250 workers or less.

(iv) Physical presence of safety personnel is required at each location where a hot work permit is necessary. No work can commence until these safety personnel are physically present. The concessionaire must submit a safety organogram and bio-data of proposed safety personnel for Independent Engineer/Authority's approval at least one month prior to mobilization.

(d) **Duties of Safety Supervisor/Officer**:

(i) Ensure strict compliance with the work permit system.
(ii) Ensure Personal Protective Equipment (PPE) is provided, used, and maintained.
(iii) Ensure inspection, testing, certification, and maintenance of all tools, and removal of defective tools.
(iv) Ensure preventive measures for identified hazards (e.g., Job Safety Analysis, Job Hazard Analysis, HIRA) are in place and communicated.
(v) Take immediate corrective action against safety rule violations.
(vi) Ensure workers receive proper training for job assignments, including PPE, first aid, and firefighting.

(vii) Ensure only medically fit persons are engaged and that sick/injured workers receive timely medical attention.

(viii) Report each incident/injury and assist in investigations.

(e) **HSE Promotion and Awareness**: Promote and develop HSE consciousness among all personnel through regular awareness programs and site meetings covering hazards.

(f) **First Aid & Fire Protection**: Arrange suitable first aid measures (First Aid Box, trained personnel), a standby ambulance or vehicle (equipped with life-saving equipment), and adequate fire extinguishers. An ambulance/vehicle is required on a full-time basis near the worksite if the number of workers exceeds 500.

(g) **Planned & Documented System**: Develop a comprehensive, planned, and documented system for HSE implementation and monitoring, to be submitted to the Authority for approval. This system must also be implemented by subcontractors.

(h) **Non-Conformance**: Any non-conformance identified during reviews or audits by IE/Authority must be resolved immediately, and a compliance report submitted promptly.

(i) **Safety Committee Meetings**: The Concessionaire's resident engineer/site-in-charge must attend safety committee/HSE committee meetings.

(j) **Intoxication & Smoking**: All concessionaire staff and workers must not be in a state of intoxication during working hours. No smoking is allowed inside the plant complex, and items like cigarettes, lighters, and auto ignition tools are prohibited.

(k) **Accident Investigation**: All fatal and other personnel accidents must be investigated by senior concessionaire personnel to identify root causes and recommend corrective/preventive actions. Findings must be documented and communicated to Authority/Independent Engineer, who also reserve the right to conduct independent investigations.

(l) **Police Verification & ID Cards**: Workers/supervisors must not be deployed without prior police verification. All employees at the construction site must be issued a valid Photo ID Card.

(m) **Fugitive Emissions**: The Concessionaire must take all necessary precautions to minimize fugitive dust or hazardous emissions from operations, equipment, storage, or transportation that could cause air/water pollution beyond acceptable limits.

(n) **Audits**: The Concessionaire must carry out internal HSE audits and cooperate with audits conducted by Authority/Independent Engineer. An Audit Plan, including internal, external, and third-party audits and their frequencies, must be submitted. Internal HSE audits should be conducted at least quarterly.

2. Housekeeping

A high degree of housekeeping must be maintained:

(a) All surplus earth and debris must be removed/disposed of from the working site to identified locations.
(b) Unused/surplus cables, steel items, and scrap must be removed.
(c) All wooden scrap, empty wooden cable drums, and combustible packing materials must be removed.
(d) Roads must be kept clear, and materials should not obstruct free movement.
(e) Fabricated steel structures and piping materials must be stacked properly.
(f) Water logging on roads must be prevented.
(g) No parking of trucks, trolleys, cranes, and trailers on roads that could obstruct traffic.
(h) Overall cleanliness and proper upkeep of working areas must be ensured.
(i) Trucks carrying sand, earth, and pulverized materials must be covered.
(j) The atmosphere in the plant area and on roads must be free from particulate matter (dust, sand) by keeping top surfaces wet.
(k) At least two exits for any unit area must be assured at all times.
(l) A regular cleaning and basic housekeeping program covering all aspects of the workplace must be established to minimize slips, trips, and falls.

3. Construction Hazards

(a) **Hazard Identification**: The Concessionaire must identify all occupational health, safety, and environmental hazards associated with the work.

(b) **Job Safety Analysis (JSA)**: JSA is specifically required for high-risk jobs such as working at height, in confined spaces, deep excavations, radiography, electrical installations, blasting operations, dismantling activities, and welding/gas cutting jobs. The findings and necessary HSE measures must be submitted to Independent Engineer/Authority and put in place before commencing the activity.

(c) **Preventive Measures**: An indicative list of construction hazards, their effects, and preventive measures is provided.

4. Safety Practices at Workplaces

The Concessionaire must ensure various safety practices:

(a) **General Provisions**:
  (i) Solvents, alkalis, and other oils are not to be used to clean skin.
  (ii) Loads must be lifted with a straight back and bent knees. Workers are not to manually lift or carry materials exceeding prescribed weights (as per The Factory Act 1948 / Rule 38 of Building & Construction Workers Regulation) unless aided.
  (iii) Rope ladders are not to be used.
  (iv) Workers are not to sleep, rest, or cook in dangerous places.

(b) **Lighting**: Emergency lighting for night work is required. Artificial lighting should not produce glare or disturbing shadows.

(c) **Plant, Machinery, Equipment, and Hand Tools**:

(i) **General**: Must be fitted with protective guards, shields, or other devices. Standard operating procedures must be established. Operators must not be distracted. Equipment must be switched off/isolated when not in use or during maintenance. Trailing cables/hoses must be short and safe. Moving parts must be enclosed/guarded. Quick-stop mechanisms must be provided.

(ii) **Hand Tools**: Must be repaired by competent persons. Hammer heads must be dressed/ground. Sharp tools must be kept in sheaths/chests when not in use. Only insulated tools for live electrical installations and non-sparking tools near flammable/explosive atmospheres.

(iii) **Pneumatic Tools**: Operating triggers must minimize accidental starting and close air inlet valves automatically. Hoses must be designed/tested for pressure and secured with safety chains. Safety clips/retainers must prevent tool expulsion. Disconnect from power and release pressure before adjustment/repair.

(iv) **Electrical Tools**: Regular inspection and maintenance by a competent electrician, with proper record keeping. Temporary connected appliances must be disconnected after use.

(v) **Engines**: Must be installed for safe starting, with speed limiting controls and emergency stop devices. Batteries must be covered with insulating material, and radiator fan covers in place. IC engines must not be run in confined spaces without adequate exhaust ventilation. During fueling, engines must be shut off, spills avoided, no smoking/naked lights, and a fire extinguisher kept ready. Secondary fuel reservoirs must be placed outside the engine room.

(d) **Explosive/Blasting Operations**: Must be carried out as per the latest Explosive Rules 2008 with prior permission and license. The Concessionaire is responsible for safe custody and proper accounting of explosive materials, and for any accidents.

(e) **Demolition/Dismantling**: Adhere to safe practices. Disconnect service lines (power, gas, water) or make alternate arrangements. Obtain prior approval from Independent Engineer/Authority. For revamp jobs in operating plants, an experienced person must supervise, and adequate arrangements for firefighting and first-aid must be made.

(f) **Road Safety**: Implement a planned road transport safety management system. Vehicles must have reverse warning alarms and flashing lights, and seat belt usage must be ensured. A separate pedestrian route for workers' safety is mandatory, and all traffic rules must be complied with. Maximum allowable speed must be adhered to. Dumpers/Tippers are not allowed to carry workers within the plant area or to/from labour colonies. Hydras are only for material handling at fabrication/storage yards, not for transportation. A comprehensive plan covering transportation of pipes and movement of vehicles on the Right-Of-Way (ROW) is required for pipeline jobs.

(g) **Rules & Regulations**: All persons deployed at the site must be knowledgeable of and comply with environmental laws, rules, and regulations concerning hazardous materials, substances, and wastes. The Concessionaire is not to dump, release, or dispose of any such materials without express authorization from Independent Engineer/Authority. An indicative list of Statutory Acts & Rules relating to HSE is provided below.

(h) **Heavy Lifts**: Detailed rigging studies plan must be submitted for Independent Engineer/Authority approval for equipment that cannot be erected with a crane of approximately 100 MT capacity. The validity of crane inspection certificates and operator licenses must be checked. The concessionaire is responsible for all rigging activities. Adequate safety measures (positive barricading, appropriate PPEs, permit to work) must be taken during all heavy or critical lifts.

(i) **Excavation (Detailed)**:

(i) **Methodology**: Method of excavation and support work must be decided based on ground stability, water seepage, and the presence of buried utilities. Utilities must be shut off, rerouted, or disconnected if necessary. A signed rough sketch of the excavation site must be prepared.

(ii) **Supervision and Inspection**: Excavation work must be supervised by a competent person and thoroughly inspected daily, prior to each shift, after work interruptions, blasting, unexpected ground falls, substantial support damage, heavy rain, frost, snow, or when boulder formations are encountered. Cracks in nearby buildings/areas must be reviewed.

(iii) **Vehicle Proximity and Load**: Vehicles are not to ply too close to excavated areas (at least 2m distance from edge of excavation or depth of trench, whichever is greater). No load, plant, or equipment should be placed or moved near the edge of any excavation where it is likely to cause collapse.

(iv) **Protection and Permits**: Precautions must be taken to protect structures from collapse. Necessary precautions for underground utility lines (cables, sewers) and approvals/clearances from authorities must be obtained.

(v) **Weather Conditions**: Additional precautions against collapse during/after rains. Excavation should be avoided during rains.

(vi) **Mechanized Excavation**: Ensure no one comes within one meter of the mechanical shovel's extreme reach. The area must be marked/barricaded. Operators must be well-trained. When not in operation, the machine must be kept on firm, level ground with the shovel resting, and wheels/belts suitably jammed.

(j) **Structural Work, Laying of Reinforcement & Concreting**:

(i) **General Provisions**: Proper methodology based on design must be developed and approved. All works/facilities must be certified for structural stability by a competent person.

(ii) **Erection and Dismantling**: Safety of workers ensured by ladders, gangways, platforms, safety harnesses, lifelines, catch nets. Steel/prefabricated structures must be designed for safe transport and erection. Lifting hooks and devices must be shaped/dimensioned for secure grip, marked with max permissible load, and periodically inspected. Rigging plans must be approved. Structures must be secured for stability before release from lifting appliances. Training and discussion meetings before erection.

(iii) **Reinforcement**: Proper staging/bundling for rods at height. Barricading. Suitable pads for carrying rods on shoulders. Rods not to protrude from trucks. Proper storage, timely disposal of scrap. Use measuring devices. Use safety shoes, avoid standing unnecessarily on cantilever rods, and avoid loose clothes. Use helmets and safety nets for falling materials.

(iv) **Concreting**: Wear respirators/cover mouth and nose when handling cement. Use gloves when handling ingredients. Use safety shoes to protect against protruding reinforcement rods. Ensure earthing of electrical mixers and proper functioning of ELCBs/circuit breakers. Provide safety cages around moving motors. Check the design and strength of shuttering material and rectify deflections immediately.

(k) **Cutting / Welding**:

(i) **Fire Prevention**: A dry chemical powder (DCP) type fire extinguisher must be available in the work area.

(ii) **Ventilation & Apparatus**: Adequate ventilation (opening manholes, forced air circulation) must be ensured in confined spaces. Only approved and well-maintained apparatus (torches, manifolds, regulators) are to be used, with regular calibration.

(iii) **Electrical Safety**: Workpiece must be connected directly to the power supply. Welding receptacles must be rated appropriately (e.g., 63A for 415V, 3-Phase) with mechanical interlocks and earthing. Minimize cable coiling, avoid criss-crossing of cables and hoses. An energized electrode must not be left unattended. Power source must be turned off at job completion.

(iv) **Gas Cylinders**: Acetylene cylinder key must be kept on the valve stem while in use. Flash back arrestors must be used on all gas cylinders and at the torch end of gas hoses. Valves of all cylinders must be kept closed when not in use. Cylinders (full/empty) must be stored separately in cool, dry places under a shed. No forced opening of cylinder valves. Lighted gas torches must not be left unattended. Acetylene and oxygen cylinders must be stored

separately. Protect hoses from flying sparks and hot objects. Lubricants are not to be used on Ox-fuel gas equipment.

(l) **Concessionaire Specific Duties (General Safety Measures)**:

(i) Provide **safe means of access and egress** (at least two differently located) and suitable scaffolding. Deploy appropriate equipment for safety and health, and for protection of surrounding areas.

(ii) Conduct **Job Safety Analysis (JSA)** for high-risk jobs (working at height, confined space, deep excavations, radiography, electrical installations, blasting, demolishing/dismantling, welding/gas cutting) and implement HSE measures.

(iii) **Mandatory PPE**: All staff, workers, and visitors (including subcontractors) must wear cotton uniforms, safety helmets (nape strap type, HDPE, with head & sweat band, ¾" cotton chin strap), safety shoes (steel toe cap, antiskid sole), and as per job requirements: safety belts, respirators, protective goggles, gloves, ear muffs, respiratory protective devices. These must conform to relevant IS specifications or equivalent international standards.

(iv) **Helmet Color Scheme**: Adhere to Authority's comprehensive color scheme for helmets. Safety/Fire personnel should preferably wear red helmets.

(v) **Offshore Jobs**: Concessionaire must provide new PPEs to Independent Engineer and Authority's personnel at concessionaire's cost. All personnel must wear life jackets at all times. All personnel deployed for offshore/jetty jobs must undergo structured sea survival training.

(vi) **Working at Height (>2 meters)**:

- Concessionaire must issue a height permit after verifying checkpoints and ensuring compliance to permit conditions and PPE usage. Permits are for a maximum of one week and applicable in non-operational areas.
- **Fall Arrester Systems** must be arranged and used. These arresters should lock automatically and keep the person in a vertical position in case of a fall.
- **Full body harnesses** conforming to EN361 with CC marking are mandatory. Lanyards and lifelines must have sufficient tensile strength, with one end tied to the harness and the other to the lifeline.
- **Roof Top Walk Ladders** are required for working on sloping roofs.
- **Safety Nets** (knotted, mesh ropes IS 5175/ISO 1140, 12mm dia border rope & tie cord) must be used at appropriate

locations, not more than 30 feet (9.0 meters) below the working surface.

- **Positive isolation** (working platforms with toe boards & hand rails with sufficient space) must be ensured when working at different levels (e.g., pipe rack areas).

(vii) **Cranes**: Install Safe Load Indicators (SLI) on all cranes to minimize overloading risk. SLI must continuously monitor and display load, compare with rated capacity, and provide visual/audible warnings. Concessionaire is responsible for safe operations of all equipment.

(viii) **Hazardous Materials**: Store hazardous and/or toxic materials (solvents, coatings, thinners) in appropriate, labeled containers (name, hazards, precautions). Asbestos detection must be reported immediately, and appropriate PPE used. Chemical spills must be contained and cleaned immediately.

(ix) **Health Hazards**: All operations adversely affecting worker health must be identified and mitigation measures implemented. Sand blasting is not permitted for surface cleaning. Tungsten electrodes for Gas Tungsten Arc Welding (GTAW) must not contain Thorium. Appropriate respiratory devices for airborne contaminants. Train workmen on correct methods for lifting heavy loads, replacing manual handling with mechanical equipment where possible. Ear muffs must be provided for noise exceeding 85 decibels. Health check-ups for all workers are mandatory at induction, after illness/injury, and periodically thereafter.

(x) **Site Facilities**: A **crèche** is required if 10 or more female workers have children below 6 years. Reasonable canteen facilities, suitable toilets, drinking water, and proper lighting must be provided at the site and labor camps.

(xi) **Waste Management**: Storage and utilization methodology of material must not be detrimental to the environment. Emphasize recycling of waste materials (metals, plastics, glass, paper, oil, solvents). Waste that cannot be minimized/reused/recovered must be stored and disposed of safely. Toxic spills must not be allowed to percolate into the ground. Empty areas are not to be used for dumping wastes.

(xii) **Scaffolding**: Must be strong enough for the designed load. Inspected by a Scaffolding Inspector; safe scaffolds marked with a GREEN tag, unsafe with a RED tag, and removed immediately.

(xiii) **Electrical Installations**: All electrical installations/connections must comply with the latest revisions of OISO SID 173 and SP 30 (BIS), as well as statutory authorities and IE/international rules. Qualified and licensed electricians must be deployed. ELCB/RCCB (Residual Current Operated Circuit Breaker) must be provided as per latest CEA Safety Regulation.

(m) **Tool Box Meeting (TBM)**: Daily TBMs must be conducted by the immediate supervisor with workers before starting work, and proper records maintained. Topics include daily work hazards, precautions, and HSE instructions.

(n) **Training**: All personnel must receive appropriate training in a language they understand, covering potential hazards, prevention measures, emergency/evacuation plans, HSE requirements, firefighting, first-aid, use of PPEs, and local laws on intoxicating drinks/drugs/smoking. Training records must be kept and submitted to the Authority upon demand.

(o) **Inspection**: The concessionaire must carry out daily HSE inspections, record observations centrally, and make these records accessible to the Authority. The concessionaire must also assist the Authority during their HSE inspections.

(p) **Additional Safety Requirements for Working in Running Plant / Existing ROU**:

(i) **Permit to Work**: Concessionaire must obtain **Hot Work, Cold Work, Excavation, and Confined Space permits** from the Authority in the prescribed format.

(ii) **Worker Monitoring**: Monitor, record, and compile a list of workers entering and exiting the operational plant/unit daily.

(iii) **Designated Routes**: Workers must use designated entrances and routes, and not enter restricted areas without authorization.

(iv) **Chemical Use**: Submit a list of all chemicals/toxic substances intended for use at the site for Authority's prior approval.

(v) **Training & Mock Drills**: Specific training on working in a hydrocarbon plant and mock drills for rescue/first-aid operations.

(vi) **Barricading**: Proper barricading/cording of operational units must be done before starting construction activities, with Authority's approval.

(vii) **Underground Facilities**: Care must be taken to prevent hitting underground facilities (electrical cables, hydrocarbon piping).

(viii) **Water Curtain & Fire Tenders**: Barricading with water curtains must be arranged in specific/critical areas where hydrocarbon vapors are likely. Positioning of fire tenders must be ensured during critical activities.

(ix) **Emergency Evacuation**: An emergency evacuation plan must be worked out, and all workmen apprised of evacuation routes. Mock drills may be conducted.

(x) **Flammable Gas Test**: Must be conducted before any hot work, and sewers/drains/vents covered with flame-retardant tarpaulin.

(xi) **Respiratory Devices & Monitoring**: Respiratory devices must be kept handy in confined zones with a danger of inhaling poisonous gases. Constant monitoring of gas/hydrocarbon presence is required.

(xii) **Positive Isolation**: For welding/cutting/grinding, positive isolation of lines/equipment by blinding must be done (closing valves is not sufficient).

(xiii) **Spark Arresters**: Vehicles, cranes, and engines must be fitted with spark arresters on the exhaust pipe and approved by the Authority's Safety Department.

(xiv) **Gas Detectors**: Must be installed in gas leakage prone areas as per Authority's plant operation personnel requirements.

(xv) **Dedicated Safety Personnel**: An experienced full-time safety personnel must be exclusively deployed to monitor safety aspects in running plants.

5. HSE Promotion

The Concessionaire must encourage HSE efforts by:

(a) Organizing workshops, seminars, and training programs.
(b) Celebrating HSE awareness weeks and National Safety Day.
(c) Conducting quizzes and essay competitions.
(d) Distributing pamphlets, posters, and materials on HSE.
(e) Providing incentives for maintaining good HSE practices and granting bonuses for completing jobs without any lost time accidents.
(f) Suitably rewarding contract employees for proactive actions, such as timely reporting of near-miss incidents or unsafe conditions/acts.

6. HSE Management System Details on Contract Award and During Execution

(a) **Upon Contract Award**

(i) Participation in a pre-start meeting with Authority/ Independent Engineer is required to finalize HSE plans, including job procedures for handling equipment, scaffolding, electrical installations, associated risks, actions, and monitoring methodology.

(ii) The organizational structure, responsibilities, and records/reports on HSE activities must also be submitted.

(b) **During Job Execution**:

(i) Implement approved HSE management procedures.

(ii) Arrange workmen's compensation insurance, ESI Act registration, and third-party liability insurance.

(iii) Obtain all required HSE permits (hot work, confined space, work at heights, chemical/explosive storage) and implement all precautions.

(iv) Timely submission of completed HSE checklists, monthly HSE reports, accident reports, and investigation reports as per Authority requirements.

(v) Ensure Resident Engineers/Site-In-Charge attend all Safety Committee/HSE meetings arranged by the Authority.

(vi) Display caution boards, lists of hospitals for emergency services, and provide posters/banners to promote safety consciousness.

(vii) Carry out/assist in HSE audits and submit compliance reports.

(viii) Generate and submit HSE records/reports as per the HSE Plan.

(ix) Apprise Authority/Independent Engineer on all HSE activities at the Project Site.

(c) This below **table** provides a structured overview of the essential health and safety considerations for the Project.

Construction Hazards, Their Effects, and Preventive Measures

Activity / Type of Hazard	Effect of Hazard	Preventive Measures
A) EXCAVATION		
Pit Excavation up to 3.0m		
Falling into pit	Personal injury	Provide guard rails/barricade with warning signal. Provide at least two entries/exits. Provide escape ladders.
Earth Collapse	Suffocation / Breathlessness / Buried	Provide suitable size of shoring and strutting, if required. Keep soil heaps away from the edge (equivalent to 1.5m or depth of pit, whichever is more). Don't allow vehicles to operate too close to excavated areas. Maintain at least 2m distance from edge of cut. Maintain sufficient angle of repose. Provide slope not less than 1:1 and suitable bench of 0.5m width at every 1.5m depth of excavation in all soils except hard rock. Battering/benching the sides.
Contact with buried electric cables / Gas/Oil Pipelines	Electrocution / Explosion	Obtain permission from competent authorities prior to excavation, if required. Locate the position of buried utilities by referring to plant drawings. Start digging manually to locate the exact position of buried utilities and thereafter use appropriate tools. Naked flames are to be strictly prohibited.
Rock excavating by blasting	Scattering of stone pieces in atmosphere	Use PPE like goggles, face mask, helmets etc..
Rock excavating by blasting (Contd)	Entrapping of persons/animals / May cause severe injuries or prove fatal	Barricade the area with red flags and blow siren before blasting.
Rock excavating by blasting (Contd)	Misfire / May explode suddenly	Do not return to site for at least 20 minutes or unless announced safe by designated person.
Piling Work		
Failure of pile-driving equipment	Can hurt people	Inspect Piling rigs and pulley blocks before the beginning of each shift.
Noise pollution	Can cause deafness and psychological	Use personal protective equipment like ear plugs, muffs, etc..

	imbalance	
Extruding rods / casing	Can hurt people	Barricade the area and install sign boards. Provide first-aid.
Working in the vicinity of Live-Electricity	Can cause electrocution / asphyxiation	Keep sufficient distance from Live-Electricity as per IS code. Shut off the supply, if possible. Provide artificial/rescue breathing to the injured.
B) CONCRETING		
Air pollution by cement	May affect Respiratory System	Wear respirators or cover mouth and nose with wet cloth.
Handling of ingredients	Hands may get injured	Use gloves and other PPE.
Protruding reinforcement rods	Feet may get injured	Use Safety shoes. Provide platform above reinforcement for movement of workers.
Earthing of electrical mixers, vibrators, etc. not done	Can cause electrocution / asphyxiation	Ensure earthing of equipments and proper functioning of electrical circuit before commencement of work.
Falling of materials from height	Persons may get injured	Use hard hats. Remove surplus material immediately from workplace. Ensure lighting arrangements during night hours.
Continuous pouring by same gang	Cause tiredness of workers and may lead to accident	Insist on shift pattern. Provide adequate rest to workers between subsequent pours.
Revolving or concrete mixer/vibrators	Parts of body or clothes may get entrapped	Allow only mixers with hopper. Provide safety cages around moving motors. Ensure proper mechanical locking of vibrator.
Super-structure: Deflection in props or shuttering material	Shuttering / props may collapse and prove fatal	Avoid excessive stacking on shuttering material. Check the design and strength of shuttering material before commencement of work. Rectify immediately the deflection noted during concreting.
Super-structure: Passage to workplace (Improperly tied and designed props / planks)	Improperly tied and designed props / planks may collapse	Ensure the stability and strength of passage before commencement of work. Do not overload and under the passage.
C) REINFORCEMENT		
Curtailment and binding	Persons may get injured	Use PPE like gloves, shoes, helmets, etc. Avoid usage of shift tools.

of rods		
Carrying of rods for short distance/ at heights	Workers may injure their hands and shoulders	Provide suitable pads on shoulders and use safety gloves. Tie up rods in easily liftable bundles. Ensure proper staging.
Checking of clear distance/ cover with hands	Rods may cut or injure the finger	Use measuring devices (tape, measuring rods, etc.).
Hitting projected rods and standing on cantilever rods	Persons may get injured and fall down	Use safety shoes and avoid standing unnecessarily on cantilever rods. Avoid wearing loose clothes.
Falling of material from height	May prove fatal	Use helmets. Provide safety nets.
Transportation of rods by trucks / trailers	Protruded rods may hit the persons	Use red flags/lights at the ends. Do not protrude the rods in front of or by the side of driver's cabin. Do not extend the rods 1/3rd of deck length or 1.5 m whichever is less.
D) WELDING AND GAS CUTTING		
Welding radiates invisible ultraviolet and infrared rays	Radiation can damage eyes and skin	Use specified shielding devices and other PPE of correct specifications. Avoid throated tungsten electrodes for GTAW.
Improper placement of oxygen and acetylene cylinders	Explosion may occur	Move out any leaking cylinder. Keep cylinder in vertical position. Use trolley for transportation of cylinders and chain them. Use flash back arrestors.
Leakage / cuts in hoses	May cause fire	Purge regulators immediately and then turn off. Never use grease or oil on oxygen line connections and copper fittings on acetylene lines. Inspect regularly gas carrying hoses. Always use red hose for acetylene & other fuel gases and black for oxygen.
Opening-up of cylinder	Cylinder may burst	Always stand back from the regulator while opening the cylinder. Turn valve slowly to avoid bursting. Cover the lug terminals to prevent short circuiting.
Welding of tanks, container or pipes storing	Explosion may occur	Empty & purge them before welding. Never attach the ground cable to tanks, container or pipe storing flammable liquids. Never use LPG for gas cutting.

flammable liquids		
E) RADIOGRAPHY		
Ionizing Radiation	Radiations may react with the skin and can cause cancer, skin irritation, dermatitis, etc.	Ensure safety regulations as per BARC/AERB before commencement of job. Cordon off the area and install Radiation warning symbols. Restrict the entry of unauthorized persons. Wear appropriate PPE and film badges issued by BARC/AERB.
Transportation and Storage of Radiography source	Same as above	Never touch or handle radiography source with hands. Store radiography source inside a pit in an exclusive isolated storage room with lock and key arrangement. The pit should be approved by BARC/AERB. Radiography source should never be carried either in passenger bus or in a passenger compartment of trains. BARC/AERB have to be informed before source movement. Permission from Director General of Civil Aviation is required for booking radio isotopes with airlines.
Loss of Radio isotope	Same as above	Try to locate with the help of Survey Meter. Inform BARC/AERB.
F) ELECTRICAL INSTALLATION AND USAGE		
Short circuiting	Can cause Electrocution or Fire	Use rubberized hand gloves and other PPE. Don't lay wires under carpets, mats or door ways. Allow only licensed electricians to perform on electrical facilities. Use one socket for one appliance. Ensure usage of only fully insulated wires or cables. Don't place bare wire ends in a socket. Ensure earthing of machineries and equipments. Do not use damaged cords and avoid temporary connections. Use spark-proof/flame proof type field distribution boxes. Do not allow open/bare connections. Provide all connections through ELCB. Protect electrical cables / equipment from water and naked flames. Check all connections before energizing.
Overloading of Electrical System	Bursting of system can occur which leads to fire	Display voltage and current ratings prominently with 'Danger' signs. Ensure approved cable size, voltage grade and type. Switch off the electrical utilities when not in use. Do not allow unauthorized connections. Ensure proper grid wise distribution of Power.
Improper laying of overhead	Can cause electrocution and prove	Do not lay unarmored cable directly on ground, wall, roof or trees. Maintain at least 3m distance from HT cables. All temporary

and underground transmission lines / cables	fatal	cables should be laid at least 750 mm below ground on 100 mm fine sand overlying by brick soling. Provide proper sleeves at crossings/ intersections. Provide cable route markers indicating the type and depth of cables at intervals not exceeding 30m and at the diversions / termination.
G) FIRE PREVENTION AND PROTECTION		
Small fires can become big ones and may spread to the surrounding areas	Cause burn injuries and may prove fatal	In case a fire breaks out, press fire alarm system and shout "Fire, Fire". Keep buckets full of sand & water/fire extinguishing equipment near hazardous locations. Confine smoking to Smoking Zones only. Train people for using specific type of fire equipments under different classes of fire. Keep fire doors/ shutters, passages and exit doors unobstructed. Maintain good house keeping and first-aid boxes. Don't obstruct access to Fire extinguishers. Do not use elevators for evacuation during fire. Maintain lightening arrestors for elevated structures. Stop all electrical motors with internal combustion. Move the vehicles from dangerous locations. Remove the load hanging from the crane booms. Remain out of the danger areas.
Improper selection of Fire Extinguisher	It may not extinguish the fire	Ensure usage of correct fire extinguisher meant for the specified fire. Do not attempt to extinguish Oil and electric fires with water. Use foam cylinders/CO2/sand or earth.
Improper storage of highly inflammable substances	Same as above	Maintain safe distance of flammable substances from source of ignition. Restrict the distribution of flammable materials to only min. necessary amount. Construct specifically designed fuel storage facilities. Keep chemicals in cool and dry place away from heat. Ensure adequate ventilation. Before welding operation, remove or shield the flammable material properly. Store flammable materials in stable racks, correctly labeled preferably with catchments trays. Wipe off the spills immediately.
Short circuiting of electrical system	Same as above / Can cause Electrocution	Don't lay wires under carpets, mats or door ways. Use one socket for one appliance. Use only fully insulated wires or cables. Do not allow open/bare connections. Provide all connections through ELCB. Ensure earthing of machineries and equipments.
H) VEHICULAR MOVEMENT		
Crossing the Speed Limits (Rash driving)	Personal injury	Obey speed limits and traffic rules strictly. Always expect the unexpected and be a defensive driver. Use seat belts/helmets. Blow horn at intersections and during overtaking operations. Maintain the vehicle in good

		condition. Do not overtake on curves, bridges and slopes.
Adverse weather condition	Same as above	Read the road ahead and ride to the left. Keep the wind screen and lights clean. Do not turn at speed. Recognize the hazard, understand the defense and act correctly in time.
Consuming alcohol before and during the driving operation	Same as above	Alcohol and driving do not mix well. Either choose alcohol or driving. If you have a choice between hitting a fixed object or an oncoming vehicle, hit the fixed object. Quit the steering at once and become a passenger. Otherwise take sufficient rest and then drive. Do not force the driver to drive fast and round the clock. Do not day dream while driving.
Falling objects / Mechanical failure	May prove fatal	Ensure effective braking system, adequate visibility for the drivers, reverse warning alarm. Proper maintenance of the vehicle as per manufacturer instructions.
I) PROOF TESTING (HYDROSTATIC/PNEUMATIC TESTING)		
Bursting of piping / Collapse of tanks / Tanks flying off	May cause injury and prove fatal	Prepare test procedure & obtain IE/AUthority's approval. Provide separate gauge for pressurizing pump and piping/equipment. Check the calibration status of all pressure gauges, dead weight testers and temperature recorders. Take dial readings at suitable defined intervals and ensure most of them fall between 40-60% of the gauge scale range. Provide safety relief valve (set at pressure slightly higher than test pressure) while testing with air/nitrogen. Ensure necessary precautions, stepwise increase in pressure, tightening of bolts/ nuts, grouting, etc. before and during testing. Keep the vents open before opening any valve while draining out of water used for hydro testing of tanks. Pneumatic testing involves the hazard of released energy shored in compressed gas. Specific care must therefore be taken to minimize the chance of brittle failure during a pneumatic leak test. Test temperature is important in this regard and must be considered when the designer chooses the material of construction. A pressure relief device shall be provided, having a set pressure not higher than the test pressure plus the lesser of 345 KPa (50 psi) or 10% of the test pressure. The gas used as test fluid, if not air, shall be nonflammable and nontoxic.
J) WORKING AT HEIGHTS		
Person can fall down	May sustain severe injuries or prove fatal	Provide guard rails/barricade at the work place. Use PPE like safety belts, full body harness, life line, helmets, safety shoes, etc. Obtain a permit before starting the work at height above 3 meters. Fall arrest systems

		like safety nets, etc. must be installed. Provide adequate working space (min. 0.6 m). Tie/weld working platform with fixed support. Use roof top walk ladder while working on a slopping roofs. Avoid movement on beams.
May hit the scrap / material stacked at the ground or in between	Keep the work place neat and clean. Remove the scrap immediately.	
Material can fall down	May hit the workers working at lower levels and prove fatal	Same as above plus: Do not throw or drop material or equipment from height. All tools to be carried in a toolkit bags or on working uniform. Remove scrap from the planks. Ensure wearing of helmet by the workers at low level.
K) CONFINED SPACES		
Suffocation / drowning	Unconsciousness, death	Use respiratory devices, if required. Avoid over crowding inside a confined space. Provide Exhaust Fans for ventilation. Do not wear loose clothes, neck ties, etc. Fulfill conditions of the permit. Check for presence of hydrocarbons, O2 level. Obtain work permit before entering a confined space. Ensure that the connected piping of the equipment which is to be opened is pressure free, fluid has been drained, vents are open and piping is positively isolated by a blind flange.
Presence of foul smell and toxic substances	Inhalation can pose threat to life	Same as above plus: Check for hydrocarbon and Aromatic compounds before entering a confined space. Depute one person outside the confined space for continuous monitoring and for extending help in case of an emergency.
Ignition / flame can cause fire	Person may sustain burn injuries or explosion may occur	Keep fire extinguishers at a hand distance. Remove surplus material and scrap immediately. Do not smoke inside a confined space. Do not allow gas cylinders inside a confined space. Use low voltage (24V) lamps for lighting. Use tools with air motors or electric tools with max. voltage of 24V. Remove all equipments at the end of the day.
L) HANDLING AND LIFTING EQUIPMENTS		
Failure of load lifting and moving equipments	Can cause accident and prove fatal	Avoid standing under the lifted load and within the operating radius of cranes. Check periodically oil, brakes, gears, horns and tyre pressure of all moving machinery. Check quality, size and condition of all chain pulley blocks, slings, U-clamps, D-shackles, wire ropes, etc. Allow crane to move only on hard, firm and leveled ground. Allow lifting slings as

		short as possible and check gunny packings at the friction points. Do not allow crane to tilt its boom while moving. Install Safe Load Indicator. Ensure certification by applicable authority.
Overloading of lifting equipments	Can cause electrocution and fire	Safe lifting capacity of derricks and winches written on them shall be got verified. The max safe working load shall be marked on all lifting equipments. Check the weight of columns and other heavy items painted on them and accordingly decide about the crane capacity, boom and angle of erection. Allow only trained operators and riggers during crane operation.
Overhead electrical wires	Can cause electrocution and fire	Do not allow boom or other parts of crane to come within 3 m reach of overhead HT cables. Hook and load being lifted shall preferably remain in full visibility of crane operator.
M) SCAFFOLDING, FORMWORK AND LADDERS		
Person can fall down	Person may sustain severe injuries and prove fatal	Provide guard rails for working at height. Face ladder while climbing and use both hands. Ladders shall extend about 1m above landing for easy access and tying up purpose. Do not place ladders against movable objects and maintain base at ¼ unit of the working length of the ladder. Suspended scaffolds shall not be less than 500 mm wide and tied properly with ropes. No loose planks shall be allowed. Use PPE, like helmets, safety shoes, etc..
Failure of scaffolding material	Same as above	Inspect visually all scaffolding materials for stability and anchoring with permanent structures. Design scaffolding for max. load carrying capacity. Scaffolding planks shall not be less than 50x250 mm full thickness lumber or equivalent. These shall be cleared or secured and must extend over the end supports by at least 150mm and not more that 300 mm. Don't overload the scaffolds. Do not splice short ladders to make a longer one. Vertical ladders shall not exceed 6m.
Material can fall down	Persons working at lower level gets injured	Remove excess material and scrap immediately. Carry the tools in a tool-kit bag only. Provide safety nets.
N) STRUCTURAL WORKS		
Personal negligence and danger of fall	Can cause injury or casualty	Do not take rest inside rooms built for welding machines or electrical distribution system. Avoid walking on beams at height. Wear helmet with chin strap and safety belts when working at height. Use hand gloves and goggles during grinding operations. Cover or mark the sharp and projected edges. Do not

		stand within the operating radius of cranes.
Lifting / slipping of material	Same as above	Do not stand under the lifted load. Stack properly all the materials. Avoid slippage during handling. Control longer pieces lifted up by cranes from both ends. Remove loose materials from height. Ensure tightening of all nuts and bolts.
O) PIPELINE WORKS		
Erection / lowering failure	Can cause injury	Do not stand under the lifted Load. Do not allow any person to come within the radii of the side boom handling pipes. Check the load carrying capacity of the lifting tools and tackles. Use Safe Load Indicators. Use appropriate PPEs.
Other	Same as above	Wear gum boots in marshy areas. Allow only one person to perform signaling operations while lowering of pipes. Provide night caps on pipes. Provide end covers on pipes for stoppage of pigs while testing/cleaning operations.

7. Records

The Concessionaire must maintain and submit HSE records

(a) HSE Checklist cum Compliance Report
(b) Accident / Incident Report
(c) Supplementary Accident / Incident Investigation Report
(d) Near Miss Incident Report
(e) Monthly HSE Report
(f) Permit for Working at Height (Above 2 meters)
(g) Confined Space Entry Permit
(h) Radiation Work Permit
(i) Demolishing/Dismantling Work Permit

These specifications are designed to ensure a safe working environment, protect personnel, and prevent environmental degradation throughout the project lifecycle. Adherence to these guidelines is critical for the successful execution of the Project.

8. **Types of Fires and suitable Fire Extinguishers**

Originated From	**Water Fire Extinguisher**	**Foam Fire Extinguishers**	**CO2 Fire Extinguishers**	**Dry Powder Multi Purpose (ABC)**
Paper, clothes, wood	Can be used	Can control minor surface fires	Can control minor surface fires	Can be used
Inflammable Liquid (e.g., alcohol, diesel, petrol, edible oils, bitumen)	Not to be used	Can be used	Can be used	Can be used

Gases (e.g., LPG, CNG, H2)	Not to be used	Not to be used	Can be used	Can be used
Electrical Fires	Not to be used	Not to be used	Can be used	Can be used

Note:

- Fire extinguishing equipment must be checked at least once a year and after every use by an authorized person.
- The equipment must have an inspection label indicating the next inspection date.
- The type of extinguisher must be clearly marked on it.

Health, Safety and Environment (HSE) Management Specification

Based on the Health, Safety and Environment (HSE) Management Specification, the following Indian Standard (IS) Codes are considered relevant for HSE practices:

Relevant IS Codes on HSE:

- **SP:53** - Safety code for the use, care, and protection of hand-operated tools.
- **IS: 818** - Code of practice for safety and health requirements in electric and gas welding and cutting operations.
- **IS: 1179** - Eye and Face precautions during welding, equipment etc.
- **IS: 1860** - Safety requirements for use, care and protection of abrasive grinding wheels.
- **IS: 1989 (Part-I & II)** - Leather safety boots and shoes.
- **IS: 2925** - Industrial Safety Helmets.
- **IS: 3016** - Code of practice for fire safety precautions in welding and cutting operations.
- **IS: 3043** - Code of practice for earthing.
- **IS: 3764** - Code of safety for excavation work.
- **IS: 3786** - Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents.
- **IS: 3996** - Safety Code of scaffolds and ladders.
- **IS: 4082** - Recommendation on stacking and storage of construction materials and components at site.
- **IS: 4770** - Rubber gloves for electrical purposes.
- **IS: 5121** - Safety code for piling and other deep foundations.
- **IS: 5216 (Part-I)** - Recommendations on Safety procedures and practices in electrical works.
- **IS: 5557** - Industrial and Safety rubber lined boots.
- **IS: 5983** - Eye protectors.
- **IS: 6519** - Selection, care and repair of Safety footwear.
- **IS: 6994 (Part-I)** - Industrial Safety Gloves (Leather & Cotton Gloves).
- **IS: 7293** - Safety Code for working with construction Machinery.
- **IS: 8519** - Guide for selection of industrial safety equipment for body protection.
- **IS: 9167** - Ear protectors.
- **IS: 11006** - Flash back arrestor (Flame arrestor).

- **IS: 11016** - General and safety requirements for machine tools and their operation.
- **IS: 11057** - Specification for Industrial safety nets.
- **IS: 11226** - Leather safety footwear having direct moulded rubber sole.
- **IS: 11972** - Code of practice for safety precaution to be taken when entering a sewerage system.
- **IS: 13367** - Code of practice-safe use of cranes.
- **IS: 13416** - Recommendations for preventive measures against hazards at working place.

These codes are to be read in conjunction with the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Job Specifications, and other relevant acts and legislations. In cases of conflicting requirements, the most stringent requirement shall be adopted.

Based on the Health, Safety and Environment (HSE) Management Specification, the following international codes and standards are considered relevant for HSE practices:

International Standards on HSE:

- **Safety Glasses**: ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646 / 58211
- **Safety Shoes**: ANSI Z 41.1, AS 2210, EN 345
- **Hand Gloves**: BS 1651
- **Ear Muffs**: BS 6344, ANSI S 31.9
- **Hard Hat**: ANSI Z 89.1 / 89.2, AS 1808, BS 5240, DIN 4840
- **Goggles**: ANSI Z 87.1
- **Face Shield**: ANSI Z 89.1
- **Breathing Apparatus**: BS 4667, NIOSH
- **Welding & Cutting**: ANSI Z 49.1
- **Safe handling of compressed Gases in cylinders**: P-1 (Compressed Gas Association 1235 Jefferson Davis Highway, Arlington VA 22202 USA)
- **Flash back arrestors**: BS:6158 or equivalent

Additionally, the following OISD guidelines are referenced for safety practices:

- **OISD 192**: Safety Practices During Construction
- **OISD 207**: Contractor Safety

These international standards and guidelines, alongside the relevant IS Codes, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Job Specifications, form the comprehensive framework for HSE management on the project. When there are differing requirements across these documents, the most stringent requirement shall be adopted.

Contents of First Aid Box

S. NO.	DESCRIPTION	QUANTITY
1	Small size Roller Bandages, 1 inch wide (Finger Dressing small)	6 Pcs.
2	Medium size Roller Bandages, 2 inch wide (Hand	6 Pcs.

	and Foot Dressing)	
3	Large size Roller Bandages, 4 inch wide (Body Dressing Large)	6 Pcs.
4	Large size Burn Dressing (Burn Dressing Large)	4 Pkts.
5	Cotton wool (20 gms packing)	4 Pkts.
6	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8	Ammonia Solution (20 ml.)	1 Bottle
9	A Pair of Scissors	1 Piece
10	Adhesive Plaster (1.25 cm x 5 m)	1 Spool
11	Eye pads in Separate Sealed Packet	4 Pcs.
12	Tourniquet	1 No.
13	Safety Pins	1 Dozen
14	Tinc. Iodine / Betadin (100 ml.)	1 Bottles
15	Ointment for burns (Burnol 20 gms.)	1 Bottle
16	Polythene Wash cup for washing eyes	1 No.
17	Potassium Permanganate (20 gms.)	1 Pkt.
18	Tinc. Benzoine (100 ml.)	1 Bottle
19	Triangular Bandages	2 Nos.
20	Band Aid Dressing	5 Pcs.
21	Iodex / Moov (25 gms.)	1 Bottle
22	Tongue Depressor	1 No.
23	Boric Acid Powder (20 gms.)	2 Pkt.
24	Sodium Bicarbonate (20 gms.)	1 Pkt.
25	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
26	Medicinal Glass	1 No.
27	Duster	1 No.
28	Booklet (English & Local Language)	1 No. each
29	Soap	1 No.
30	Toothache Solution	1 No.
31	Eye Ointment	1 Bottle
32	Vicks (22 gms.)	1 Bottle
33	Forceps	1 No.
34	Cotton Buds (5 nos.)	1 Pkt.
35	Notebook	1 No.
36	Splints	4 Nos.
37	Lock	1 Piece
38	Life Saving/Emergency/Over-the Counter Drugs	As decided at site

The specified box of appropriate size for these contents is 14 x 12 x 4 inches. It is noted that the prescribed medicines are indicative, and equivalent medicines can be used, provided a prescription from a qualified physician is available.

Indicative list of Statutory Acts & Rules relating to HSE:

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules

- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of service) Act
- Other statutory acts Like EPF, ESIS, Minimum Wage Act

These acts and rules are to be complied with by all persons deployed at the site, relating to hazardous materials, substances, and wastes. The Concessionaire is expressly prohibited from dumping, releasing, discharging, or disposing of any such materials without explicit authorization from the IE/Authority

Schedule P: Dispute Resolution Board Procedures and Rules

The Parties to the Concession Agreement mutually agree as follows:

(1) The Dispute Resolution Board ("**DRB"**) shall comprise of three Dispute Resolution Board Members having experience in the field of implementation of PPP projects or have been involved in similar works related to Scope of Work of the Project and with the interpretation of contractual documents. One Dispute Resolution Board Member shall be selected by each of the Authority and the Concessionaire ("**Dispute Resolution Board**"). In the event the Parties fail to select the Dispute Resolution Board Member within 28 days of the date of the signing of Concession Agreement, in that eventuality, upon the request of either or both parties such Dispute Resolution Board Member shall be selected by Authority within 14 days. The third Dispute Resolution Board Member shall be selected by the other two Dispute Resolution Board Members. If the two Dispute Resolution Board Members selected by or on behalf of the Parties fail to select the third Dispute Resolution Board Member within 14 days after the later of their selections, then upon the request of either or both Parties such third Dispute Resolution Board Member shall be selected by Authority within 14 days. The third Dispute Dispute Resolution Board Member shall serve as Chairman of the Board.

(2) The Dispute Resolution Board shall be constituted when each of the three Dispute Resolution Board Members has signed a Dispute Resolution Board Member's declaration of acceptance as required by the DRB's rules and procedures (which, along with the declaration of acceptance form, are attached as Annexure herewith).

(3) In the event of death, disability, or resignation of any Dispute Resolution Board Member, such Dispute Resolution Board Member shall be replaced in the same manner as the D Dispute Resolution Board Member being replaced was selected. If for any other reason, a Dispute Resolution Board Member fails or is unable to serve, the Chairman of the Board (or failing the action of the Chairman of the Board then either of the other Members) shall inform the Parties and such non-serving Dispute Resolution Board Member shall be replaced in the same manner as the Dispute Resolution Board Member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event, giving rise to the vacancy on the Dispute Resolution Board, failing which the replacement shall be made by the Authority in the same manner as described above. Replacement shall be considered complete when the new Dispute Resolution Board Member signs the Dispute Resolution Board Member's declaration of cceptance. Throughout any replacement process, the Dispute Resolution Board Members not being replaced shall continue to serve and the Dispute Resolution Board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the Dispute Resolution Board shall not conduct a hearing nor issue a decision until the replacement is completed.

(4) If either the Authority or the Concessionaire is dissatisfied with any decision of the Dispute Resolution Board, and/or if the Dispute Resolution Board fails to issue its decision within 56 days after receipt of all the pleadings (along with the supporting documents) of the parties by the Chairman of the Board or any

extension mutually agreed upon by the Authority and the Concessionaire, in such a case, either the Authority or the Concessionaire may, within 28 days after his receipt of the decision, or within 28 days after the expiry of the said period, as the case may be, give notice to the other party, with a copy for information to the Independent Engineer, of his intention to refer the matter to Arbitration for amicable settlement.

(5) If the Dispute Resolution Board has issued a decision to the Authority and the Concessionaire within the said 56 days or any extension mutually agreed upon by the Authority and the Concessionaire and no notice of intention to commence Arbitration of the Authority for amicable settlement as to such dispute has been given by either the Authority or the Concessionaire within 28 days after the parties received such decision from the Dispute Resolution Board, the decision shall become final and binding upon the Authority and Concessionaire.

(6) Whether or not it has become final and binding upon the Authority and the Concessionaire, a decision shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the decision relates.

(7) All decision of DRB which have become final and binding or till they have been reversed in subsequent Arbitration process shall be implemented by the parties forthwith. Such implementation shall also include any relevant action of the Independent Engineer.

(8) If during the Concession Period, the Authority and the Concessionaire are of the opinion that the Disputes Resolution Board is not performing its functions properly, the Authority and the Concessionaire may together disband the Disputes Resolution Board and reconstitute it. In that case, a new Dispute Resolution Board shall be selected in accordance with the provisions applying to the selection of the original Dispute Resolution Board as specified above within 28 days after the date on which the notice disbanding the original Dispute Resolution Board became effective.

(9) The Authority and the Concessionaire shall jointly sign a notice specifying that the Dispute Resolution Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by email to each Dispute Resolution Board Member. A Dispute Resolution Board Member shall be deemed to have received the e-mail even if he refuses to have received the same.

(10) All other terms and conditions of the original Concession Agreement shall remain unaltered/unaffected and the parties shall remain bound by terms and conditions as contained therein.

Disputes Resolution Board’s Rules and Procedures

1. Except for providing the services required hereunder, the Dispute Resolution Board Members shall not give any advice to either party or to the Independent Engineer concerning conduct of the Scope of the Work of the Project.

The Dispute Resolution Board Members:

(a) Shall have no financial interest in any party to the Concession Agreement, or the Independent Engineer, or a financial interest in the Concession, except for payment for services on the Dispute Resolution Board, if required.

(b) Shall have had no previous employment by, or financial ties to, any Party to the Concession Agreement, or the Independent Engineer, except for fee based consulting services/advisers on other projects, and/or be Retired Government Officers (not connected in whole or part with the project), all of which must be disclosed in writing to both parties prior to appointment to the Dispute Resolution Board.

(c) Shall have disclosed in writing to both parties prior to appointment to the Dispute Resolution Board any and all recent or close professional or personal relationships with any director, officer, or employee of any Party to the Concession Agreement, or the Independent Engineer, and any and all prior involvement in the project to which the Concession relates;

(d) Shall not, while Dispute Resolution Board Member, be employed whether as a consultant or adviser or otherwise by either Party to the Concession Agreement, or the Independent Engineer, except as a Dispute Resolution Board Member, without the prior consent of the parties and the other Dispute Resolution Board Members,

(e) Shall not, while a Dispute Resolution Board Member, engage in discussion or make any agreement with any Party to the Concession Agreement, or with the Independent Engineer, regarding employment whether as a consultant or otherwise whether after the Concession is completed or after service as a Dispute Resolution Board Member is completed

(f) Shall remain and be impartial and independent of the Parties and shall disclose in writing to the Authority, the Concessionaire and one another any fact or circumstance which might be such as to cause either the Authority or the Concessionaire to question the continued existence of the impartiality and independence required of Dispute Resolution Board Members; and

(g) Shall be fluent in the language of the Concession Agreement.

2. Except for its participation in the Dispute Resolution Board's activities as provided in the Concession Agreement and in this Agreement none of the Authority, the Concessionaire, and or the Independent Engineer shall solicit advice or consultation from the Dispute Resolution Board or the Dispute Resolution Board Members on matters dealing with the conduct of the Scope of the Work of the Project.

3. The Concessionaire shall:

(a) Furnish to each Dispute Resolution Board Member one copy of all documents which the Dispute Resolution Board may request including Concession Agreement, progress reports and other documents pertinent to the performance of the Concession Agreement.

(b) In cooperation with the Authority, coordinate the site visits of the Board, including conference facilities, and secretarial and copying service.

4. The Dispute Resolution Board shall begin its activities following the signing of a Dispute Resolution Board Member's declaration of acceptance by all three Dispute Resolution Board Members, and it shall terminate these activities as set forth below:

(a) The Dispute Resolution Board shall terminate its regular activities when the Parties have terminated the Concession and when, in either case, the Dispute Resolution Board has communicated to the parties and the Independent Engineer its decision on all disputes previously referred to it.

(b) Once the Dispute Resolution Board has terminated its regular activities as provided by the previous paragraph, the Dispute Resolution Board shall remain available to process any dispute referred to it by either Party.

5. Dispute Resolution Board Members shall not assign or subcontract any of their work under these Rules and Procedures.

6. The Dispute Resolution Board Members are Independent and not employees or agents of either the Authority or the Concessionaire.

7. Dispute Resolution Board Site Visits:

(a) The Dispute Resolution Board shall visit the Site and meet the representatives of the Authority, the Concessionaire and the Independent Engineer at regular intervals, at times of critical construction events, at the written request of either party, and in any case not less than 6 times in any period of 12 months. The timing of Site visits shall be as agreed among the Authority, the Concessionaire and the Board, but failing agreement shall be fixed by the Dispute Resolution Board.

(b) Site visits shall include an informal discussion of the status of the construction of the Scope of Work of the Project. Site visits shall be attended by personnel from the Authority, the Concessionaire and the Independent Engineer.

(c) At the conclusion of each Site visit, the Dispute Resolution Board shall prepare a report covering its activities during the visit and shall send copies to the parties and to the Independent Engineer.

8. Procedure for Dispute Referral to the Dispute Resolution Board:

(a) If either Party objects to any action or inaction of the other Party or the Independent Engineer, the objecting Party may file a written Dispute Notice to the other Party with a copy to the Independent Engineer stating that it is given pursuant to the Agreement and state clearly and in details the basis of the Dispute.

(b) The Party receiving the Notice of Dispute will consider it and respond to it in writing within 14 days after receipt.

(c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 10 days after receiving the response and call upon Independent Engineer to mediate and assist the Parties in arriving an amicable settlement thereof. Both Parties are encouraged to pursue the matter further to attempt to settle the dispute.

(d) If the Independent Engineer receiving the Notice of Dispute fails to provide a written response within 14 days after receipt of such Notice or failing mediation by Independent Engineer, either party may require such dispute to be referred to the Dispute Resolution Board, either party may refer the dispute to the Dispute Resolution Board by written request to the Dispute Resolution Board. The request for decision shall state clearly and in full detail the specific issues of the dispute (s) to be considered by the Dispute Resolution Board and shall be addressed to the Chairman of the Dispute Resolution Board, with copies to the other Dispute Resolution Board Members, the other party, and the Independent Engineer, and it shall state that it is made pursuant to this Agreement.

(e) When a dispute is referred to the Dispute Resolution Board, and the Dispute Resolution Board is satisfied that the dispute requires the Dispute Resolution Board's assistance, the Dispute Resolution Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Dispute Resolution Board Member before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

(f) During the hearing, the Concessionaire, the Authority, and the Independent Engineer shall each have ample opportunity to be heard and to offer evidence. The Dispute Resolution Board’s decision for resolution of the dispute will be given in writing to the Authority, the Concessionaire and the Independent Engineer as soon as possible, and in any event not more than 56 days or any mutually extended period between the Authority and the Concessionaire. The time period of 56 days of issuance of Dispute Resolution Board’s decision will reckon/start from the day of first hearing that begins after submission of complete pleadings (including supporting documents, if any) by the Parties.

9. Conduct of Hearings:

(a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Dispute Resolution Board. Private session of the Dispute Resolution Board may be held at any cost-effective location convenient to the Dispute Resolution Board. Video recordings of all hearings shall invariably be made.

(b) The Authority, the Independent Engineer and the Concessionaire shall be given opportunity to have representatives at all hearings. Parties should restrain to bring any Advocate/Law Firm during Dispute Resolution Board hearings.

(c) During the hearings, no Dispute Resolution Board Member shall express any opinion concerning the merit of the respective arguments of the parties.

(d) After the hearings are concluded, the Dispute Resolution Board shall meet privately to formulate its decision. The private meeting (s) of the Board shall not exceed 3 sittings. All Board deliberations shall be conducted in private, with all Members' individual views kept strictly

confidential. The Dispute Resolution Board's decisions, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Independent Engineer. The decision shall be based on the pertinent Concession provisions, applicable laws and regulations and the facts and circumstances involved in the dispute.

(e) The Dispute Resolution Board shall make every effort to reach a unanimous decision. If this proves impossible the majority shall decide and the dissenting Dispute Resolution Board Member may prepare a written minority report together with an explanation of its reasoning for submission to both parties and to the Independent Engineer.

10. In all procedural matters, including the furnishing of written documents and arguments relating to disputes, Site visits and conduct of hearings, the Dispute Resolution Board shall have full and the final authority. If a unanimous decision on any such matter proves impossible, the majority shall prevail.

11. After having been selected and where necessary approved each Dispute Resolution Board Member shall sign two copies of the following declaration and make one copy available each to the Authority and to the Concessionaire.

Schedule P: Annex A

DISPUTE RESOLUTION BOARD MEMBER'S DECLARATION OF ACCEPTANCE

WHEREAS

(a) A Concession Agreement (the Concession) for the_____ project [fill in the name project] has been signed on_____[fill in date] between_____ [name of Authority] and _____ [name of Concessionaire] (the Concessionaire).;

(b) The provisions of Agreement and Dispute Resolution Board's rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).

(c) The undersigned has been selected to serve as a Dispute Resolution Board Member on said Board;

NOW THEREFORE, the undersigned Dispute Resolution Board Member hereby declares as follows:

1. I accept the selection as a Dispute Resolution Board Member and agree to serve on the Board and to be bound by the provisions of Concession Agreement and rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).

2. With respect to paragraph 1 of Dispute Resolution Board's Rules and Procedure said Annex A, I declare:

(a) that I have no financial interest of the kind referred to in subparagraph (a):

(b) that I have had no previous employment nor financial ties of the kind referred to in subparagraph (b); and

(c)that I have made to both Parties any disclosures that may be required by sub paragraphs (b) and (c).

3. I declare that I have ____ no. of Arbitrations (list enclosed) and no. of DRBs (list enclosed) in progress and that I will give sufficient time for the current assignment.

DISPUTE RESOLUTION BOARD MEMBER

_____

(insert name of Dispute Resolution Board Member)

Date: _____

Schedule Q

Potential for additional revenue from generation of byproducts

The biogas from sewage sludge digestion contains significant amounts of **carbon dioxide** and traces of **hydrogen sulphide**. While removal of hydrogen sulphide is the first step, traces of hydrogen sulphide and ammonia are removed through a pre-scrubbing and activated carbon filtration. During the purification and enrichment of methane, removal of about 35% of the carbon dioxide is needed.

It is possible to capture, purify, and compress the **carbon dioxide** and sell it as a byproduct. For this, the removed gas from VPSA during regeneration cycle needs to be captured and cooled to around 5°C – 10°C to remove moisture (or dried through a desiccant drier). Thereafter, it is filtered to remove particulates, residual H_2S, siloxanes, etc., and then compressed to about 15–20 bar for CO_2 bottling.

If there is sufficient demand, the CO_2 gas could be liquefied at 60–65 bar pressure. However, this requires cooling to (-)15 to (-)20°C and the product needs to be stored in insulated cryogenic tanks.

It is also possible to recover **sulphur** from the spent scrubber liquid through biological systems that convert H_2S into elemental sulphur (systems such as Thiopaq), where the scrubber liquor is biologically treated using bacteria such as Thiobacillus and recovery of metallic sulphur as a precipitate from the bottom of the settler. The settled sulphur can then be dried and sold.

Core by products identified:

- **Industrial-grade CO_2**
- **Elemental sulphur**

END